Morning Oregonian.

[illegible]—NO. 287. PORTLAND, OREGON: WEDNESDAY, JANUARY 3, 1877. PRICE—TEN CENTS.

[illegible]CIAL.

[illegible] Weaken.

[illegible] World's Washington [illegible] instead of [illegible] they have, [illegible] gained confidence [illegible] are desperately claim[illegible] among these, that [illegible] negatively in the Senate, [illegible]standing with the [illegible] Proctor Knott [illegible] matter he will do [illegible] to oppose Tilden, with stories of [illegible] regarded and de[illegible] stupid inventions.

[illegible] Must be [illegible]

[illegible] interview with [illegible] expressed the opinion [illegible] election must be held [illegible]

[illegible] Hampton's [illegible]

[illegible] special says: [illegible] general [illegible] meagre num[illegible] possible. By [illegible] pension [illegible] to speak for that [illegible] attitude as [illegible] under the cir[illegible] and Lamar [illegible] in their belief [illegible] in the [illegible]ment of the [illegible] Washington.

[illegible] Election [illegible]

[illegible] correspondent [illegible] who considers [illegible] will be no [illegible]

[illegible] Carolina.

[illegible] Harrington [illegible] South Carolina, [illegible] vote, which [illegible] Perry, Baxter, [illegible] Secretary [illegible] of that State [illegible] decline, and [illegible] inserted.

[illegible] Papers.

[illegible] Democratic [illegible] Louisiana [illegible] to Senator [illegible]

[illegible] commit[illegible] another [illegible] benefit [illegible] meeting [illegible] secures that [illegible] towards [illegible]

[illegible] delivered [illegible] arrived [illegible] votes. [illegible] continue to [illegible]

[illegible] Grover of [illegible] to-night, on [illegible] Grover [illegible] engaged a [illegible] inauguration.

[illegible] before the [illegible] mile[illegible] sub[illegible] only, per [illegible] have [illegible] committee's [illegible] although [illegible] of the [illegible] from 9 cents [illegible]

[illegible] Petition for [illegible] cabinet to-day [illegible] petition of the [illegible] government [illegible] government [illegible] here to [illegible] properly. [illegible] The cabinet [illegible] troops in the [illegible]

[illegible] caucus [illegible] for speaker [illegible] elected Vacancies [illegible] Jake F. [illegible] convened [illegible] his ad[illegible]

[illegible] Albany [illegible] inauguration [illegible] from New [illegible] company [illegible] the certainty [illegible] Washington [illegible] the governor [illegible] be checked [illegible] was [illegible] in a con[illegible] been his [illegible] administra[illegible] the intol[illegible] the insti[illegible] civil service [illegible] training and [illegible] had been [illegible] belief [illegible] a prospect of [illegible] could be [illegible] the re[illegible] systems de[illegible] half new reme[illegible] enacted, the pris[illegible] preliminary to [illegible] are the valu[illegible] even more [illegible] conduct [illegible] surround officia[illegible] public sus[illegible] is disappearing [illegible] brief, the ex[illegible] of State have [illegible] sufficient, not [illegible] for capacity and [illegible] Genuine reform in [illegible] realized, which [illegible] any mere sys[illegible] without effective [illegible] the actual [illegible]

[illegible] Tilden for [illegible] returning the coun[illegible] from his po[illegible] of the whole coun[illegible] him by an em[illegible] the highest place [illegible] that the im[illegible] mentioned as his [illegible] by him, and ex[illegible] would continue these [illegible] principle laid down [illegible] inauguration, and [illegible] renew their vows of [illegible] oath was then ad[illegible] and Lieut.-Gover[illegible]

[illegible] Court Case.

[illegible] Times' Tallahassee [illegible] of the Supreme [illegible] the court con[illegible] and that the [illegible] reassembled with [illegible] count votes, [illegible] returns and pre[illegible] on file and hear [illegible] that the court [illegible] which was thrown out on account of the falsity on its face. Still another that the court will signify its satisfaction with the board's return, and order Secretary of State McLin to issue a certificate of election to Drew.

TALLAHASSEE, Jan. 2.—The supreme court met yesterday, but did not consider the paper filed by the board of canvassers on the 27th ult. as such an answer to their peremptory writ as the court could accept. It was returned to the Secretary of State, and the court ordered the board to answer by 4 o'clock, canvassing the vote for Governor and omitting in their return any votes cast for any other office, as the rights of Presidential Electors and members of Congress were not matters before the court. The board made return at 5 o'clock, when counsel for relator asked and was granted until to-day to examine the returns, and court adjourned.

"Gov." Hampton Issues an Address.

COLUMBIA, Jan. 2.—Gov. Hampton has issued an address calling upon all faithful, law-abiding and loyal citizens, who desire to maintain the government of their choice, to come forward promptly and pay ten per cent. of the amount of taxes paid by them last year. Gov. Hampton says it is for the people of South Carolina now to determine whether they will support the government they have installed, or the attempted usurpation, which is only upheld by bayonets of federal troops.

GENERAL NEWS.

Mayor Ely Installed.

NEW YORK, Jan. 1.—The new city government went into office to-day. Mayor Ely's inaugural address details at some length the condition of municipal affairs and counsels abstention from any increase of the city debt, but suggests, in view of the unusual severity of the weather, a provision of means for the relief of the destitute.

The Tammany Thieves Still in Trouble.

NEW YORK, Jan. 2.—Counsel informed Judge Westbrook, in the Supreme Court to-day, that prosecution stipulated not to arrest Peter B. Sweeney, in case he comes over from Paris and attends the trial of the civil action against him for $7,000,000, and he has telegraphed he will attend. Mrs. Sweeney being enfeebled in health, and the season inclement, the case was adjourned.

Advance of Freight Charges.

CHICAGO, Jan. 2.—The managers of the trunk lines have decided to advance rates on grain and fourth class freight between here and New York five cents. The rates take effect to-day.

Railroad Accident.

RUTLAND, Vt., Jan. 1.—Several workmen on a snow plow were injured by a collision with the mail train on Rutland railroad.

Fatal Collision.

QUINCY, Ill., Jan. 1.—A collision between the Chicago, Burlington & Quincy and Toledo, Wabash & Western trains in the northern part of the city, killed the engineer and fireman on the latter, and probably on the former. No passengers injured.

Snow Storm in the South.

NEW ORLEANS, Jan. 1.—A sleet and snow storm last night extended as far south as Osaka. Two feet of snow fell at Jackson and Vicksburg, a foot of snow at Monroe and four inches at Osaka, delaying trains and breaking down telegraph wires and interrupting communication.

Storm in Vermont.

BENNINGTON, Jan. 1.—A terrible wind storm Saturday did great damage, the loss amounting to fully $25,000. The spire of the Baptist church was blown over, and the greater portion of the knitting mill of A. B. Valentine was demolished by the falling of the large chimney. Numerous houses and barns were wrecked.

Snow Storm in New York.

NEW YORK, Jan. 1.—Full a foot of snow fell to-night.

Snow-Bound in Virginia.

RICHMOND, Va., Jan. 2.—Fourteen to twenty inches of snow in the Western part of the State. Trains are snow-bound on most of the roads.

Fire.

WILMINGTON, Del., Jan. 1.—Wm. Bright's axle manufactory and six adjoining buildings were burned; loss, $25,000.

NEW YORK, Jan. 1.—Kreischer's pottery manufactory, on Staten Island, was burned on Sunday; loss $100,000; no insurance. Fifty workmen are temporarily disemployed.

A Good New Year's Day's Work.

CHICAGO, Jan. 1.—Moody this morning obtained subscriptions to the amount of $10,000 from personal friends of the late P. P. Bliss, who with his wife perished in the Ashtabula railroad accident. This sum will be put out at interest for the benefit of the two sons of these honored citizens of Chicago.

A Penny Collection Suggested by Mr. Moody.

CHICAGO, Jan. 2.—Mr. Moody suggested that every Sunday school in the country take a penny collection, on Sunday, January 14th, for the maintenance, education and benefit of the children of Mr. and Mrs. Bliss, and for the erection of a monument to the memory of the sweet singers to whom all our Sunday schools are so deeply indebted. The money should be sent to Henry Field, treasurer, Chicago.

Great Temperance Revival.

PITTSBURG, Jan. 1.—There is intense interest in the temperance question here. Six thousand nine hundred and eighty members of the reform club signed the pledge, including many lawyers, ex-Congressmen and principal merchants. The occasion is a succession of meetings under the lead of Francis Murphy.

Steamship Sunk.

KEY WEST, Jan. 2.—The steamship *Emile* sunk last night in six fathoms of water. One man and an infant were lost, and a boat load of passengers are missing. Mails lost.

Gen. Crook's Expedition Disbanded.

CHEYENNE, Jan. 2.—The infantry of Gen. Crook's expedition will arrive at Fort Laramie to-morrow. Gen. McKenzie, with cavalry and artillery, will also arrive to-morrow, and the whole force be disbanded at that post.

The Border Troubles.

WASHINGTON, Jan. 1.—The subject of outrages upon American citizens on the Mexican border of the Rio Grande by revolutionists is occupying the attention of our government, and orders will soon be issued to our army and naval forces that they protect them, as there is now no government in Mexico to which appeal can be made. As regards the Indian marauders, who cross into Texas, the question is likely to be brought to the attention of Congress, whether the outrages on American citizens shall be permitted to continue, or whether this government shall take into its own hands the measures of redress.

Snow Knee Deep.

The streets to-night are fully knee deep with snow.

New Year in Washington.

WASHINGTON, Jan. 1.—A disagreeable snow storm prevails, but the general holiday reception at the executive mansion began at noon, when the foreign ministers were received, followed by members of the cabinet and ladies. Judges of the U. S. Supreme Court, Senators and Representatives in Congress, judges and others, held public receptions at 2 o'clock.

WASHINGTON, Jan. 2.—New Year receptions were held at the residences of Senators Kelly and Mitchell and Justice Field.

An Idaho paper of Dec. 23d says: Two months of our winter have passed and the weather has been most agreeable throughout, quite different from that of last year for the same period. Two months more will push us well along toward spring, when the roughest of the season will probably be over.

The Bellingham Bay *Mail* states that an effort will soon be made to secure the extension of the Nootsack mail route through to Sumas, B. C. This, it claims, will greatly facilitate the transit of mail between Whatcom county and the Fraser valley country.

LOUISIANA.

The *Times'* New Orleans special says: The *Democrat* of this morning, the official organ, makes a stirring appeal to the elected of its party to stay away from the State house, saying we do not see how in honor Democrats can in any manner, shape or form, recognize Packard as governor, or any portion of his government as legal. The board has returned a decided Radical majority in both Senate and House, and the Democrats returned will be utterly powerless there. They can do only two things by going into the Packard legislature, they can disgrace the cause of Louisiana and bring the people into unutterable contempt, and they can prejudice the cause of Tilden and the country. Kellogg's message will be a long valedictory. He will remind the people how little support has been given him.

Caucusing for the U. S. senatorship is active, and J. R. West is working for his own re-election. Colored men will demand a representative in the person of Col. Louis, Pinchback or Antoine, and of course Kellogg himself will be found not unwilling to serve the State. No trouble is anticipated on the assembling of the legislature. Troops will not be employed or seen.

Organization of Kellogg's Legislature and Nicholl's Ditto.

NEW ORLEANS, Jan. 2.—The situation is unchanged. Everything is quiet. The legislatures are constituted as follows: State House—8 holding over Senators and 11 returned by the board; House—68 members returned by the board, 22 of whom the Democrats claim were not elected. St. Patrick's Hall: Senate—9 holding over, 8 returned by the board and 4 who were counted out but claim they were elected; House—[illegible]0 returned by the board and 22 who claim they were elected but counted out by the board.

NEW ORLEANS, Jan. 2.—Shortly before noon a committee from St. Patrick's hall, from the House, waited upon Governor Kellogg and presented a communication informing him the House of Representatives was organized at St. Patrick's hall, at the same time entering a solemn protest against the occupation of the State House by armed police and militia, against the exclusion from the State House of duly elected representatives of the people, and against the presence of armed men, metropolitans and soldiers.

Gov. Kellogg replied there were several statements contained in the communication which were incorrect. There were no military speaking properly in the State house. Yesterday there was a force of police armed not differently from the way in which they were ordinarily armed, as conservators of the peace. They were instructed not to interfere with any member of the legislature, but to protect them from interference from others, which he claimed has been legally and properly organized. The law provided that the Secretary of State should furnish the clerk with a list of members elected. That list was furnished the clerk; that sixty of the members whose names were in that list appeared in the regular hall of the house of representatives yesterday, and forty-two or forty-three at most appeared in St. Patrick's hall. He must decline to receive any communication from a party which lacked nearly twenty of a quorum.

NEW ORLEANS, Jan. 2.—The Senate has barely a quorum to-day. The members who last session represented Rapides district were seated with the proviso that if the duly elected senators did not present themselves, they should be retained.

After the Democratic Senate organized to-day, a committee was appointed, which notified Kellogg that the body was ready for official communication and rehearsing the matter of protests as a reason for organizing in St. Patrick's Hall. Stevens, of the holding over senators, was captured by the sergeant-at-arms of the Republican Senate and taken to make a quorum. Republicans are jubilant, because senators, some of whom, it is said, hold commissions from McEnery have ignored him and recognized Kellogg.

The *Evening Democrat* says editorially: To-morrow morning, at the legal hour of assembling, the members of the legal legislature must proceed to the State House and occupy it. If lawless ruffians, claiming to be policemen and militia men attempt to interfere with them, ruffians will be swept from their paths; nothing must prevent the loyal legislature of Louisiana from assembling in the Senate Chamber and Hall of Representatives of this State, except bayonets of the General Government.

NEW ORLEANS, Jan. 2.—The Democratic committee and clerk of the House demanded of Kellogg to-day the withdrawal of the police and barricades, which the governor declined. The clerk called the roll, whereupon Louis Sauer, of Avoyelles, called the House to order. Sixty-eight were present, 50 being a quorum. Hayne and Warmouth were nominated for Speaker. Hayne was elected by 50 votes and took the chair. The Senate promptly organized with a full quorum, Antoine in the chair. The only demonstration outside was cheering of the Democratic committee by about 500 spectators outside. The Democrats went to St. Patrick's Hall to organize their legislature. The Senate being called to order by Ogden, 10 answered to their names, just a quorum, and the Democrats expected another. Clerk Treavant called the House to order. Sixty-one answered to their names. Louis Bush was chosen Speaker.

NEW ORLEANS, Jan. 2.—In the joint session of the Republican legislature Bure[illegible] read the returning board's returns, and announced that Packard and Antoine were elected.

Democrats Insult Kellogg.

NEW ORLEANS, Jan. 2.—When the Democratic committee made a demand for the removal of troops from the State House and were refused, they made a protest in the usual manner. Gov. Kellogg, in answering, declared his only reason for requesting the presence of troops was a belief on his part that violent and illegal interference with the organization of the assembly would result if they were not there to maintain peace and assist the Executive. No attack of either house would, he assured them, be interfered with. Troops would only interfere in case of the utmost necessity. The committee then retired. Under suspension of the rules a resolution was passed by the Democratic House, setting forth that armed resistance to the State authorities exists here, and calling on the President to afford the protection guaranteed by the Constitution.

Kellogg's Message.

NEW ORLEANS, Jan. 2.—Kellogg's message is short. It refers to the well known difficulties of his administration. He says the total consolidated interest bearing debt, exclusive of interest on coupons due January '74, is $11,355,922. Taxation has been reduced since his administration began from 2[illegible] mills on the dollar, with equal or greater taxation in most parishes, to a limit of 14½ mills by constitutional amendment, and parish taxation to the same amount. The constitution limits the State Government's expenses to its actual revenues. The preceding administrations in six years spent $11,250,000; the present administration in the last four years has spent $4,20[illegible],875. All interest on bonds had been promptly paid. The State cotton and other productions have been fifty-five to sixty millions. Nearly all this work has been done by colored labor.

Senate Investigation.

NEW ORLEANS, Jan. 2.—The Senate investigating committee resumed the investigation of Ouachita parish this morning. B. F. Jones and E. H. Aarr testified to efforts of themselves and other Democratic leaders to have a peaceful and fair election, and the general policy of their party was directed to that end, in order to prevent the returning board from seizing upon the pretext for throwing out votes. The Senate sub-committee heard the evidence of Frances, wife of Paul Johnson, colored, of East Baton Rouge, in reference to masked men coming to her house, breaking in and asking him to sign a paper, and accusing him of organizing an armed company; that they then put a rope round his neck and carried him off. She tracked him five miles in the mud, but never saw him again. Said all the men concerned were masked except two, whom she recognized but notwithstanding she was pressed to give their names, and assured by Senator Wadleigh of protection, she refused to give their names as she knew she would be killed.

NEW ORLEANS, Jan. 2.—Senate investigating committee to-day examined Emily Stone, who testified to having seen the men who killed Pinkston. Several colored witnesses testified to intimidation and being forced to vote the Democratic ticket. Col. Clayton gave testimony similar to that in Sherman's report. F. N. Desnoir testified that Capt. Phillips and D. Young were at home on the night Pinkston was killed.

NEW ORLEANS, Jan. 2.—The Senate committee in the evening took evidence contradictory and confirming the testimony about various murders, but nothing especially sensational was elicited.

House Investigation.

The House committee heard W. H. Nutt, who testified he considered himself in danger of death for giving testimony. State Senator Dave Young had threatened him in case he came before the committee.

THE RAILWAY DISASTER.

CLEVELAND, Jan. 1.—The *Herald's* Ashtabula dispatch says: Search for bodies was resumed at Sunrise this morning. The wreck men tried a new plan, on removing the ice south of the mass of iron work of the bridge, which formed a sort of dam in the river, but on looking into the clear water they could discover no human remains capable of identification. Some pieces of bone and flesh were recovered, but one could scarcely tell to what part of the body they belonged. The remains that are unclaimed are now in coffins furnished by the Railroad Company, and will be buried here unless recognized. The coroner's inquest was resumed at 9 o'clock this morning, and Hon. T. S. Sherman appeared as counsel for the Railroad Company.

ASHTABULA, Jan. 2.—There have been no bodies recovered to-day. The wounded are doing as well as could be expected. Robt. C. McIntyre, conductor, at the coroner's inquest, which resumed this morning, testified the fire spread with such great rapidity, that citizens used every exertion to prevent the spread of the flames, but were baffled in the attempt by a fierce wind.

Jas. L. Painter was on the ground early, says: A [illegible], with proper management, could have gained control of the fire in a very few minutes after it started. Witness heard the conductor say there were 160 passengers on board the train. The conductor testified yesterday there were but [illegible].

A score of persons lay among the wreck, giving vent to most frightful moans, which seemed as if they could be heard for miles. The fire broke out in three places almost simultaneously. If water had been put on the flames even as late as [illegible] o'clock some persons that were burned might have been saved. Did not know whether or not any order was received from the authorities not to put water on the burning wreck.

Foster E. Swift, hotel proprietor of North Adams, Mass., was also in the palatine, and corroborated the statement of Capt. Tyler.

G. A. Knapp, chief engineer of the fire department, has presented a sworn statement that Mayor H. P. Hepburn, of Ashtabula, a leading civil engineer in the employ of the Lake Shore railroad, did not order him not to throw water on the burning debris. Many uninformed persons had wrongfully blamed Hepburn in the matter. Hepburn has done all that man could do for the sufferers since the accident. Some persons express the opinion that no more bodies in a recognizable condition will be recovered.

James A. [illegible], the first witness examined, testified he was near the spot when the train went down, heard the crash and ran to render assistance.

Capt. Chas. L. Tyler, of St. Louis, a commission merchant, testified that he had his face terribly bruised and right hand injured. He was in appearance and in his answers, exceedingly intelligent. While the train was at Buffalo he examined the coaches and was satisfied that fully 200 persons,—seventy more than the conductor stated on the day previous were on the train. Tyler said he had been captain of steamboats on the Mississippi river for 24 years and was competent to judge of the number on board. As a second experience he had also traveled a great deal. There were nineteen passengers in his car, the Palatine; several card parties were formed just before the accident occurred. The train was going 15 miles per hour when the bell rope snapped, breaking and extinguishing three lamps. Ten seconds later he felt the coach going into the river. The car was enveloped in utter darkness, and the anguish of the moment was horrible in the extreme. The abyss was passed, the suspense over and a terrible crash at the bottom came. Across the rear part of the Palatine fell the City of Buffalo crushing two men. All in the Palatine were killed. Witness thought every person in the Buffalo was destroyed, as in climbing over that car to a place of safety he was unable to discover any signs of life. The others fell together.

Among the relics found in the wreck to-day was a pin cushion which was immediately identified as belonging to James H. Haldrich, Des Moines, Iowa; two shirts and a shawl strap which bore the name D. F. Hubbard, of Oak City, Iowa, and were recognized by friends. Two more bodies identified to-day were Martha Volk, by parts of her dress and hair, and Charles Vogle, of Albany, by coat buttons and one of his pants.

Henry A. White, passenger in the sleeping car, testified before the coroner's jury that he thought the train was off the track before they began to go down. He estimated the number of passengers at 300.

Daniel McGuire, engineer of the first engine, heard the bridge snap behind him when he was within two car lengths of the abutments. He says his engine had to run up hill to get off the bridge; could give no information whatever about the wreck or incidents of the fire, although he was there sometime.

An Inhuman Report.

NEW YORK, Jan. [illegible].—Several papers have specials to the effect that the fire department of Ashtabula had orders not to play upon the burning cars, ostensibly that the passengers might not be drowned, but really to have the bodies burned beyond recognition, so that the railroad would not be responsible in damages.

The Dead List.

ASHTABULA, Jan. 1.—The following is a revised and complete list of the dead as far as known: Mr. Aldrich, Des Moines, Iowa; Lewis [illegible] Barney, Buffalo; Mrs. H. H. Bradley, child and nurse, Chicago; Mr. and Mrs. P. P. Bliss, Chicago; C. Brounnen, Gratiot, Wisconsin; Mrs. C. B. Brunner, and two children, David Chitten, L. Crane, New Haven, Connecticut; W. P. Coggswell, Chicago; Mrs. E. Cook, Willington, William Clemens, Bellevon, Ohio; Mrs. Emma Coffin, Oakland, Cal.; Jas. Doyne, Newark; Clarence Gage, Charleston, Ill.; Alfred Gilfort, Cranberry Island, Mo.; Mrs. George and Miss George Cleveland, O.; O. S. Whart, Akron, O.; H. Tuall, Chicago; F. A. Hodgkins, Bangor, Me.; Chas. Kane, Pittsburg; Annie Kitterville, Lawrence Leonergand, Cleveland; Jessie Lewis, St. Louis, Mo.; Phillip McNeil, Cleveland; Miss Minne Mixer, Buffalo; Mrs. [illegible] D. Karsden, mother and child, Chicago; Sarah S. Mann, Cleveland; Mrs. W. L. Moore, Hammondsport, N. Y.; Isaac Mercer, Cleveland; Birdie Myer, Cleveland; Richard Osborne, Tecumseh, Mich.; Mr. and Mrs. J. H. Peck, Peoria, Ill. Doubtful—Mr. G. Palmer, Binghamton, N. Y.; Geo. A. Purrington, Buffalo; John Rickering, Chicago; D. A. Rogers, Chicago; G. B. Stow, Cleveland; T. Shattuck, Cleveland, Mount Vernon Delaware Railroad, R. Stindel, Mrs. Truworthy and daughter, Oakland, Cal.; Mrs. Lucy O. Thomas, Chicago; Chas. Voyle, Albany; S. D. Waite, Toledo; Webb, Boston; R. Washburne, Cleveland.

SPRINGFIELD, Jan. 2.—Prof. Henry G. Rogers, principal of the high school of this city, and wife, are believed to be among the lost at Ashtabula.

The postoffices at Jack Manuel's, on White Bird, and at Cottonwood, Idaho Territory, have been discontinued.

DECISION IN THE U. S. DISTRICT COURT BY JUDGE DEADY.

TUESDAY, JANUARY 2, 1877.

U. S. District Court—District of Oregon.

The vessel known as the U. S. Revenue Cutter—The U. S. claimant.

In admiralty—suit to enforce lien for labor and materials.

1. CONTRACT TO BUILD A VESSEL. Upon a contract to build and deliver a vessel after a successful trial trip at sea, although the party for whom it is built in pursuance of the contract inspects and approves the work as it progresses and makes payments thereon, in proportion to such progress, such party does not thereby become the owner of such vessel, nor until the final completion and delivery thereof.
2. MARITIME CONTRACT. A vessel launched and afloat upon the navigable waters of this district is a ship, and a contract to furnish materials for her equipment is a maritime one. The ruling in the *Eliza Ladd* affirmed.
3. *Possession.* A party contracted with the United States to build and deliver a vessel after a successful trial trip at sea, and the latter in pursuance of the contract, kept a superintendent at the vessel during the progress of the work with power to reject or approve all materials used in her construction: *Held*, that the contractor was in possession during the progress of the work and not the U. S., and that the vessel was not exempt from the process of the court in a suit to enforce a lien against her for materials furnished for her equipment at the request of the contractor.
4. *Same subject.* The builder under such contract having failed to perform the same and the contract being that the U. S. might in such case, at the option of the Secretary of the Treasury, complete the work at the expense of the contractor; *Held* that until such option was exercised, the vessel was not and could not rightfully be taken into the possession of the U. S., and that when it was, the U. S. would take possession merely as the agent of the contractor to finish the vessel for and on its account and risk.

DEADY, J.

On November 28, the libellants, J. W. Coffin and Charles J. Hendry, of San Francisco, filed their libel against "the vessel known as the United States Revenue Cutter," to enforce an alleged lien upon said vessel for the sum of $3,650 20, arising out of the furnishing of labor and materials by said libellants to rig and equip the same, at the request of the owner thereof—the Oregon Iron Works.

On December 9 the United States intervened and filed a claim and answer of ownership and possession of the property, and on December 10 and pending the hearing, had leave to file an amended answer, in which it is further alleged that the materials and labor furnished by the libellants were furnished "for the construction of a domestic vessel, the said revenue cutter, in her home port," and therefore this court has no jurisdiction of the case.

From the evidence it appears that, on May 28, 1875, the United States, by the Secretary of the Treasury, entered into a contract with Edwin Russel, the president of the Oregon Iron Works, a corporation formed under the laws of Oregon, whereby the latter became bound, on or before February 28, 1876, to "build and deliver, afloat, and complete in all respects, and ready for service," to the United States, at the port of Albina, opposite Portland, Oregon, "a steam propeller of about 227 tons burden, * * * the same to be adapted in every respect to the uses and purposes of a revenue steamer," according to the specifications attached, "to be subject to the inspection and approval of a superintendent appointed by the Secretary of the Treasury, with full power to reject or approve any materials or articles used in the construction or equipment of said vessel, and at any stage of the work before final approval, as hereinafter provided."

The contract also provides "that full access to the work and all facilities for the inspection of the same shall at all times be afforded to the person or persons appointed by the Secretary of the Treasury * * * steam propeller to be substantially built, with * * * fuel for satisfactory trials of the machinery and also for the trial trip, of not less than 24 hours at sea;" also that in case of the failure of the Iron Works "to fulfil the stipulations" of the contract on its part, "the Secretary of the Treasury is authorized to direct purchases to be made of all the necessary materials and cause the construction and equipment of the vessel to be completed as herein specified and required, and the said Iron Works shall be liable to the United States in such event, for any excess of the cost of the vessel over the price hereinafter named and stipulated to be paid therefor to said Iron Works; and in case of delay beyond the date hereinbefore mentioned for the completion and delivery of the vessel, there shall be deducted $30 per day from the last payment, in the discretion of the Secretary of the Treasury, for each and every day that the completion and delivery may be delayed beyond the time specified in this contract."

Provision for the payment of the contractor is made as follows: "That for the aforesaid steam vessel, finished, furnished and delivered as herein provided, there shall be paid to the Iron Works by the United States the sum of $92,000" in 5 equal installments to become due at specified points in the progress of the work,—concerning the fifth of which it is provided: "And, lastly, when the vessel, with engine, boiler, &c., is satisfactorily completed, and after a successful trial trip at sea of not less than 24 hours at the expense of the Iron Works, and the vessel and equipment shall be found in every respect complete according to the specifications and the conditions of this contract, the final sum of $18,400 shall be paid, less such sum as may be deducted for the failure to complete the vessel at the time specified, as hereinbefore provided for."

The contract also provides: "That the above payments shall be made only upon the production of certificates from the superintendent of construction to the effect that the work of construction has progressed satisfactorily to the points above indicated, and before the last payment, that the vessel and machinery are satisfactory in all respects, and the trial trip successfully made."

Contemporary with the making of this contract a bond was given to the United States by the Iron Works with sureties in the sum of $46,000, conditioned that the latter or its successors "shall well and truly perform the stipulations" of said contract.

On June 15, 1875 the secretary of the treasury assigned Capt. John W. White, of the Revenue Marine "to duty as superintendent of the construction" of the vessel, and instructed him to "inspect the materials used in the work and reject such as may be found unsuitable;" to "require a strict compliance with the terms of the contract and specifications on the part of the contractor, and in every proper manner care for the interests of the government in accordance with the generally understood duties of a superintendent of construction."

The construction of the vessel was commenced in due season under the superintendence of Capt. White and his assistant, Lieutenant Brenn, but for some reason the work did not progress as was expected. However, by August 4, 1876, the hull was built and launched, and was then navigated a short distance up the Willamette river to the Albina wharf for the purpose of being equipped. At this point, in the months of September and October the libellants furnished the labor and materials in question. The first four payments were made by August 23, 1876, and at the time the vessel was seized under the process issued in this suit it would take about $5,000 in gold coin to complete her according to contract.

On November 1, the Iron Works suspended work and have not since resumed, being in fact proceeded against in bankruptcy on October 31. During the progress of construction, the Iron Works occupied the vessel with its workmen and kept a night watchman on board. The latter remained on duty until November 15, but received his wages after November from Edwin Russell, the President and manager of the company. In account of the advanced condition of the work, the superintendent, about September 1, got authority from the Secretary of the Treasury to employ two additional men to watch and take care of the vessel who were employed in keeping the decks clean and lines fast and wetting plank work, and are still on the vessel.

After the suspension of the Iron Works, Mr. Brenn locked up the cabin, ward room and sail room in which were deposited certain articles of ship's furniture belonging to the United States, such as a compass, lanterns and lamps, and gave the keys to the watchman employed by the government. The vessel was seized under the process of this court on November 29. By direction of the Secretary of the Treasury, the superintendent was absent from the vessel during said month. Nothing was done by the government after the failure of the Iron Works, and the seizure in this case to complete the contract or in any wise change its relation to the vessel.

The seizure being reported to the Secretary of the Treasury, he telegraphed the Superintendent on November 29:—"Confer with dist. attorney with view to government getting possession of and completing vessel under construction by Oregon Iron Works for revenue marine, make further demand on contractor to complete vessel, if dist. attorney so advises, report all action to dept. by telegraph and await further orders." On December 2 the Secretary telegraphed again as follows:—"Consult dist. attorney and get legal possession of new revenue vessel and complete same according to Oregon Iron Works contract;" and on the 4th of same month:—"When possession of new revenue vessel, complete same under terms and contract with Oregon Iron Works, take vessel to San Francisco in interest of government." * * *

In this state of [illegible] the law is that at the time of the seizure, the vessel was the property of the Iron Works. The contract was for the construction and delivery of a [illegible] not then in esse. The Iron Works [illegible] to build and deliver afloat and complete, in all respects ready for service, a steam propeller, and by the terms of the contract this delivery could not be made until the vessel had made a successful trial trip at sea of not less than 24 hours." Under such a contract, the party for whom the vessel is built acquires no property therein during the progress of the work, and until the completion and delivery of the same. Andrews v. Durant, 11 N. Y. 40, and cases there cited.

[illegible] that the payments [illegible] installments as the work [illegible], and the further fact that the construction was to take place under the superintendence of an agent of the United States who [illegible] to reject or approve any materials [illegible] equipment of the vessel, [illegible] sufficient to modify or overcome the [illegible] positive provisions of the contract [illegible] the delivery [illegible] actual completion and [illegible] trial trip of the vessel. The [illegible] and inspection of the agent [illegible] merely [illegible] and convenient [illegible] to secure the faithful performance of the contract [illegible] the United States did not [illegible] the vessel [illegible] completed. [illegible] Andrews v. Durant [illegible] a similar provision [illegible] are ultimately [illegible] from the eye [illegible] as the safety of life [illegible]

[illegible] Andrews v. Durant, supra, 40, "only [illegible] to assist the artisan, provided he can see that the work is going on in good faith, so as to afford a reasonable prospect that he will realize the avails of his expenditure in a reasonable period."

The American authorities are uniform upon this question, although the English courts, since the case of Woods v. Russell, 5 Barn. & Ald. 942, decided in 1822, have held otherwise.

In 2 Par. on Con., [illegible], 256, the author, after stating the question,—"If a ship be built under a building contract, and the price is to be paid by installments, does each installment when paid vest so much of the ship as it then exists, [illegible] the property absolutely to the purchaser, and not merely [illegible] the lien which the builder has for the purposes of finishing the ship?" says, "the law is now well settled, especially in this country, and by recent cases," and then states it as follows:—

"If it be the intention of the parties that the builder should sell and the purchaser buy the ship before it is completed and at different stages of its progress, and a bargain is made on the understanding of this intention, there is no reason whatever why the law should not enforce such a bargain. But no such bargain would be implied from the mere fact that payments are made by installments, whether they are graduated in amount, on time, or on the state or condition or progress of the ship. Nor would this inference arise from, or be greatly aided by, the employment, by the purchaser, of a superintendent. These facts might be held as identifying the structure or sustaining an action for a breach of the contract, and they might bear on the amount of the damages. *But they would not be sufficient to prove the sale and transfer of the property by the payment of an installment so that after such payment, if the property were lost or destroyed, it would be the loss of the purchaser.*"

This statement of the law is fully sustained by the following cases: Merritt v. Johnson, 7 Johns. 473; Andrews v. Durant, 11 N. Y., 40; [illegible] v. Austin, 22 N. Y. 182; The Revenue Cutter No. [illegible], Law Rep., 1869, p. 281; Scull v. Shakespeare, 75 Penn. 297; Edwards v. Elliott, 36 N. J. L. [illegible]; Haney et al v. The Schooner Rosabella, [illegible] Wis. 201; Tompkins v. Dudley, 25 [illegible].

No American cases have been cited to the contrary, unless it be the dictum of [illegible], quoted by claimant from his decision in the case of Wright & Co. v. Van Petts and [illegible], 2 Black, 591, in which, he incidentally says, that "where an entire vessel is agreed to be built by a contractor no property vests in the party for whom she is built until she is ready for delivery and has been accepted or approved by such party;" citing Mucklow v. Mangles, 1 Taun. 318; Stringer v. Murray, 2 Barn. & Ald. 248; Merritt v. Johnson, supra; Abb. on Ship. 5; but that "such rule does not prevail where the vessel is constructed under the superintendence of the party for whom she is built or his agent and payments for her are based upon the progress of the work, and are to be made by instalments as the work is done; and that in such cases the person for whom the vessel is built is regarded as the real owner by the well considered decisions upon the subject;" citing Woods v. Russell, supra, and the English cases following it, but no American case, except Andrews v. Durant, supra, which is one of the most decided cases to the contrary. It is said that Homer sometimes nods, and it would appear that this dictum of this distinguished and eminent jurist and judge, was inadvertently or unadvisedly made.

But as the bond taken from the contractor in this case being only in a sum equal to half the contract price, it is claimed that this shows it was not the intention of the United States to rely upon that alone as security for the first four installments, and that it was the intention of the parties to the contract that the property in the vessel should vest in the government as fast as such installments were paid, and as a security therefor.

But, according to adjudged cases, if the contractor had given no bond at all, the prop-

(Concluded on Fourth Page.)

PACIFIC COAST NEWS.

CALIFORNIA.

San Francisco Stock Market.

SAN FRANCISCO, Jan. 2.—Ophir 30½, Mexican 18½, G & C 11, B & B 28, California 44, Savage 9, Chollar 74¼, Con Va 38¼, H & N 5¾, Point 6½, Jacket 14½, Imperial 1 30, Kentuck 8, Alpha 21½, Belcher 3½, Confidence 9, S Nevada 9½, S Belcher 72, Overman 110½, Utah 12½, Bullion 30, Exchequer 9, Justice 20, Union 9, Julia 5½, Caledonia 12½, Baltic [illegible], Knicker 4, R Island 30c, Alta 2½, Occidental 2, Woodville 75c, Andes 2, Washington [illegible], N Con Va 1¼, Prospect 50c, Trojan 65c, P Sheridan 2½, Leviathan [illegible].

EVENING BOARD.—R & E 3, Eu. Con 1½, Jackson 5, Valley 50c, Belmont 3½, K K [illegible], Leopard 5, Belle 2½, Gila 70c, [illegible] 30c, Manhattan 14, S [illegible], Kodac [illegible], Coso 3½, Comanche 4, G Consol 2½, Caledonia 12½, Belcher 10½, S Charles 14, G & C 11½, Justice 20½, Chollar 77, H & [illegible], Overman 117, Con Va 37, [illegible], Cata 45, Jacket 15, [illegible], Point 6½, Julia 5.

A Theatrical Artist Drowned.

SAN FRANCISCO, Jan. [illegible].—Chas. Rogers, formerly scenic artist at [illegible] theatre, was drowned last night by falling from Vallejo street wharf.

New Year.

The weather was fine yesterday and New Year's callers were out in force. The day passed quietly, and although a great many cases of drunk occurred, no disturbance of consequence resulted.

The New Stock Exchange Opened.

SAN FRANCISCO, Jan. 2.—The New Stock Exchange opened for business this morning. The officers express themselves highly gratified at the [illegible] now opened. Sales [illegible] stocks. Some [illegible] and greenbacks [illegible] of the [illegible]

[illegible]

SAN FRANCISCO, Jan. [illegible] Saturday, in the [illegible] directed Misner and [illegible] turn over all books, [illegible] their possession [illegible] judge appointed [illegible] it is said, will be a [illegible] into the affairs of [illegible] fraudulent is [illegible] be instituted [illegible]

[illegible]

SAN DIEGO, [illegible] population [illegible] that two vessels [illegible] [illegible] here of any such vessel [illegible] only a [illegible]

[illegible]

SALT LAKE, Jan. [illegible] this [illegible] six [illegible]

[illegible]

[illegible]

[illegible] the Oregon [illegible]

[illegible]

Edwards, member of the [illegible] legislature from [illegible] to whether he is a [illegible] Heaven [illegible]

The two mills at Port Gamble [illegible] running full day time to their [illegible] and one of them is to [illegible] work next week. [illegible] is almost [illegible] and the Gamble mills are [illegible] as fast as they can. The [illegible] Sagamore, was to the Port Gamble [illegible] and she is now on her way [illegible] load of lumber. It is expected [illegible] between nine and ten [illegible] to the cargo.

The Owyhee Avalanche [illegible] Territorial legislature has been in session [illegible] weeks and nothing of any importance has been accomplished. The [illegible] commenced with the case of the [illegible] "Clerk Resolution" [illegible] the part of [illegible] governor [illegible] machine" with all possible [illegible]. This is correct. Let the members [illegible] and do something for the Territory. Perhaps a little judicious investigation might give the people something to talk about.

NEW MARKET THEATER.
TRACY W. TITUS .... MANAGER.
Return of the Favorites!
THE
Grand English & Comic Opera
COMBINATION.
First Performance,
SATURDAY AFTERNOON
LADIES' MATINEE, at [illegible] o'clock.
GIROFLE, GIROFLA!
SATURDAY AT 8 O'CLOCK.
GRAND [illegible]
Monday Evening—Martha.
Sale of seats will commence at Gray's Music Store on Thursday morning at 9 o'clock.

The Daily Oregonian.

WEDNESDAY MORNING, JAN. 3, 1877.

RESISTANCE OR OBEDIENCE?

The *Springfield Republican* is of opinion that the great danger in connection with the Presidential muddle lies not in the possibility of violent resistance to the carrying out of the result when declared, but in the disposition on all sides to acquiesce in the decision whether it be right or wrong. The reasoning of the *Republican* is that there is nothing so perilous to free institutions as submission to wrongs done in the name of law and that the country can not afford to allow an unfair count to make a President. It is not impossible to imagine an election attended with such circumstances of fraud and palpable wrong as would not only justify, but demand forcible resistance to the inauguration of the person declared elected. When the wrong is gross, patent, unquestioned, and of a character not to be submitted to without the surrender of some vital principle of government, resistance, with all the attendant evils, should be chosen in preference to an acquiescence which would pave the way to further wrong and lead in the end to the overthrow of popular liberty. But is the present such a case? The *Republican* seems to think it is. The action of the returning board of Louisiana, that paper considers so manifestly fraudulent that the State should be rejected, or counted for Tilden, and his inauguration insisted [illegible]

Upon what does [illegible] an opinion rest? [illegible] the preponderance [illegible] in favor of Tilden's right to [illegible] admission [illegible] far beyond [illegible] can not be seriously contended by any candid person that the right of Tilden is so clear as to be unquestionable. The very most that any Democrat can claim against the decision of the legally constituted tribunal on this subject, is that the board decided contrary to the weight of evidence. There [illegible] evidence on both sides—evidence [illegible] has proved sufficient to cause careful people, whose minds are not perverted by partisan feelings, to suspend judgment and wait for further development of the facts. In such a case, sure it can not be [illegible] acquiescence in the result, no [illegible] be the rejection of [illegible] having the form and authenticity of the legal vote of the State, would be such a submission to palpable [illegible] to endanger the Republic. We [illegible] that most people—[illegible] of course, the [illegible] part of the Democratic party—would come to a conclusion exactly opposite that reached by the *Republican*, even if they carried out the reasoning [illegible] of the *Republican*, [illegible] preferable to [illegible]. The [illegible] likely [illegible] to a [illegible] decision of [illegible] by law and the con[illegible] the sub[illegible] decision to be [illegible] free from [illegible]. But the truth is, the Louisiana [illegible] contradictory [illegible] involved in doubt that no [illegible] justify themselves before the [illegible] in reaching any decision that may be made of it when the time arrives for final action on the Presidential vote. [illegible] either way, it will be no precedent [illegible] for as it may form the [illegible] in the mode of counting the electoral votes in Congress, and [illegible] there is much need of precedent. [illegible] a crisis over [illegible] would be to enter upon a [illegible] with no more [illegible] reason for it than a Mexican in[illegible] ordinarily has for issuing [illegible]. In the constant [illegible] the people, [illegible] by a forgetting of their [illegible] some [illegible] whether there [illegible] tendency in this [illegible] to law. We have [illegible] the tendency was the other way, [illegible] one in feeling no [illegible]

[illegible] reports an interview [illegible] in which the [illegible] would be necessary [illegible] election to settle [illegible] while the *Tribune's* correspondent had an interview in which [illegible] the opinion that there [illegible] of the election of Governor [illegible]. The chances are about a hundred to [illegible] the *World's* interview is a fiction, as [illegible] together, and the *Tribune's* [illegible] might be expected the [illegible] say if he said anything on [illegible]

The Supreme Court of Florida exhibited [illegible] yesterday, by announcing that it [illegible] to meddle with the electoral vote of the State. This scheme of reason did not save them, however, till after the canvassing board had canvassed the votes for [illegible] in accordance with the plan prescribed by the court, and in supposed obedience to its order, and had found that in a canvass of the Democratic sort, Hayes still had a clear majority.

P. P. Bliss, who, with his wife perished in the Ashtabula bridge wreck, and for the benefit of whose children a collection of $10,000 has been made by the evangelist Moody, was a musical composer of some distinction, and the author of a number of humorous papers, which appeared over the *nom de plume* of "*Pro Phundo Basso*."

BRITISH COLUMBIA.

James Frazer, Esq., for 25 years a prominent resident of Windsor, Canada, has emigrated root and branch, to British Columbia, with his wife and seven children. He arrived on the *Dakota* with the intention of permanently settling in the Pacific province.

Letters from Cariboo state that shallow diggings which will pay $10 a day to the hand have been discovered on Willow river into which Williams creek falls. On Cunningham creek a blind shaft was sunk and one piece of [illegible] at the bottom. The weather [illegible] mining operations were [illegible]

A Christmas tree, from the branches of which [illegible] presents, [illegible] by Col. Thorp and Mr. Leathers at the American hotel, Victoria, on Christmas eve. The presents were distributed to friends of the firm. In the distribution, editors and other poor but honest people were not forgotten by the large hearted donors, whose shadows will surely never be less.

OREGON.

The Good Templars of Independence will give a grand entertainment on Friday, the 5th of January.

Somebody sold bad coal oil to the Eola merchants, and, as a consequence, explosions in that vicinity were quite numerous last week. No serious damage.

A drayman named Hastings was kicked by a horse which he was driving, last Saturday, and had both bones of his leg broken between the ankle and knee.

The Congregational church at Forest Grove has been thoroughly repaired—plastered, repainted, and otherwise improved. Rev Dr. Marsh, president of the university, has been asked to act as pastor for the next six months.

Wells Fargo & Co. announce that all rewards offered by them previous to January 1, 1876, for the arrest and conviction of highwaymen or other offenders are now withdrawn and declared null and void. This, however, does not refer to any rewards offered since the date mentioned—they still hold good.

The man who personated Kris Kringle at the Christmas festivities at Stayton, Marion county, came near meeting with a serious accident. He was clad in a long mantle with loose cotton sewed all over it to represent fur, and it caught fire, which would soon have ruined him, as well as his mantle, but for the timely services of the spectators.

The *Astorian* says: An employe of Judge Blanchard, by the name of Hoffman, working about a barge at the upper town, was drowned by falling overboard from a scow at an early hour on last Thursday morning. Mr. Hoffman was a sober and industrious man. We believe he was a brother to Judge J. J. Hoffman, of Portland. The body had not yet been recovered up to Friday morning.

The Ashland *Tidings* says: "Mr. M. L. McCall, of this place, has, during this season, made four trips to Roseburg, hauling 4,000 pounds of freight from that place; three trips to Redding, bringing 3,000 pounds; eight trips to Yreka, hauling 48,000 pounds; one trip to Fort Klamath, with 3,500, besides many loads of wheat and other produce in the county—traveling, in all, over 8,000 miles.

BY ATLANTIC CABLE.

Silver in Germany.

BERLIN, Jan. 2.—The German government has ordered the Imperial Bank of Germany to resume its rate of silver for account of the German treasury.

Price of Silver.

LONDON, Jan. 1.—Silver quoted at 56½d per ounce.

Court Reception.

BERLIN Jan. 1.—Emperor William to-day held a grand reception, to which all generals of the army were specially invited, in honor of the 70th anniversary of his entry into the army.

Proclaimed Empress.

DELHI, Jan. 1.—Victoria was to-day proclaimed empress here and throughout India, with great ceremony.

MARRIED.

On Columbia Slough, Jan. 1, at the residence of the bride's father, by Rev. D. J. Pierce, Samuel M. Barr and Miss Selina Barker. No Cards.

May all the bars that obstruct their voyage over the sea of life to happiness be little ones.

DIED.

In this city, Jan. 2, Margaret, beloved wife of Joseph Phillips, aged 40 years. She leaves 5 small children to mourn her loss.

Funeral will take place to-day at 2 P. M., from late residence, Third street bet. A and B.

San Juan and New York papers please copy.

In East Portland, Dec. 31, Carrie Estelle, youngest daughter of Chas. A. and Emma McDonald, aged 2 months and 13 days.

Go, sweet babe,
And take thy rest,
God is willing,
He knows best.

Newark, N. J., papers please copy.

In Columbia City, Dec. 31, Adam Metzler.

Funeral will take place to-day, from the residence of his parents, corner Sixth and Hall streets, at 2 A. M. Friends of the family respectfully invited.

In Astoria, Dec. 30, of scarlet fever, Johnnie, youngest child of W. H. Twilight, aged 1 year and 6 months.

In Woodland, Yolo county, Cal., Mrs. Mary Shindler, mother of G. Shindler, of this city, aged 71 years.

NEW TO-DAY.

Vigilance Hook and Ladder Co. No. 1.—Regular Meeting this evening, Jan 3, at 7 o'clock. C. H. CLARKE, Secretary.

Attention, Emmet Guard!—You are requested to meet at your Armory this Wednesday evening for Election of officers. By order of Capt. M. PHELAN.

Hosiery, All Wool and Cotton, and a new supply of Corsets, just received at 107 Third street, by JOHN WILSON

SALOON FOR SALE.

ON A PROMINENT CORNER ON FIRST ST. Will be sold reasonably if applied for soon. Enquire at E. MARTIN & CO.'S. ja3d6t

LOST.

GOING FROM ST. CHARLES HOTEL TO THE New Market Theater on New Year's evening, a MINK BOA. The finder will be rewarded by leaving at the Hotel or at this office. 2t

WANTED.

TO BORROW $2,500 AT TEN PER CENT. GOOD Real Estate security given. Address L. [illegible], Oregonian Office.

NOTICE.

M. B. GOLDSMITH HAS THIS DAY WITHdrawn from the firm of L. Goldsmith & Co. The business will be continued, as before under the old firm name of L. GOLDSMITH & CO. by
L. GOLDSMITH, New York.
M. GOLDSMITH, Portland,
S. REDLICH do.
L. GOLDSMITH & CO
Portland, January 1 1877. sd3t

BARBOUR'S THREAD,
Cotton Seine Twine and Rope
SUITABLE FOR SALMON NETS.
PAGE'S OARS,
Anchors, Tar, Pitch, Oakum, Tackle Blocks, Cordage,
And all kinds of
Boat Builders' Material,
AT LOWEST RATES.
NORTHRUP & THOMPSON,
171 Front st., Portland, Or.

[illegible] SALE [illegible] & CO.
SUCCESSORS TO
[illegible]
DEALERS IN [illegible]
PAINTS
WINDOW GLASS & [illegible]
93 & 75 FRONT & [illegible] STS.
PORTLAND OREGON.

Christmas Goods.
Mince Meat,
Plum Pudding,
Potted Meats.
For sale by
HACHENEY & STEKME,
Dealers in First Class Groceries,
Corner Taylor and First sts.

Eastern and Shoalwater Bay Oysters,
IN EVERY STYLE,
AT
ALISKY & HEGELE'S
Premium Candy Factory,
No. 165 FIRST STREET.

A. P. HOTALING, San Francisco. E. C. LORD, Portland.
A. P. HOTALING & CO.,
Sole Agents for the
J. H. CUTTER
Old Bourbon Whisky
And Importers of
FINE WINES AND LIQUORS.
431 Jackson St., San Francisco,
And 28 Front Street, Portland, Oregon.

Now is the time to Subscribe for
THE WEST SHORE
OREGON'S HANDSOME ILLUSTRATED PAPER!

240 Pages Choice Reading, with over 150 Engravings of Oregon and Washington Scenes, for $1.50 per annum. A most excellent Family Journal, and just the kind of paper to send to friends abroad.

The January Edition is a mammoth Paper containing a vast amount of statistics about the Resources and Commerce of the Pacific Northwest, and contains over 60 beautiful Engravings of Public Buildings and Scenery in Oregon, Washington and British Columbia. This Edition is got up at an expense of over $3000 and is the largest and most expensive paper that has ever been published on the Pacific Coast. This number will be sent free of charge to all regular subscribers, or for 50 cts. per copy to non-subscribers.

L. SAMUEL, Publisher,
5 Washington Street, Portland, Oregon.

Remittances from the interior can be made by order on any of the Portland Business Houses, or by registered letter at our risk.

NEW TO-DAY.

Remarkable Letter

From a Gentleman Known and Honored from the Atlantic to the Pacific Coast.

MESSRS. WEEKS & POTTER, Wholesale Druggists, Boston, Mass: Gentlemen—I have for some months felt it a duty that I owed to suffering humanity to write you, stating the great benefit that I have derived from the use of SANFORD'S RADICAL CURE FOR CATARRH. For more than 20 years I have been afflicted with this very troublesome complaint. I have tried all the remedies that I could find, but without material or permanent benefit. Last fall the disease had arrived at that state that I must have relief or die. The entire membranous system had become so inflamed, and the stomach so disordered, that it was a doubtful matter whether I could go to the Pacific coast, or if I did go whether I should live to come back or not. I saw an advertisement of this medicine, and although being very incredulous about specifics or nostrums of any kind yet in sheer desperation I tried this, and at once was benefited by it. The changes of climate, a chronic disease of the liver and my age—over 70—may prevent my entire restoration, but the benefit I derive from its daily use is to me *invaluable*, and I am hoping to be completely cured, and at last arrive at a respectable old age.

If this statement of my case can be of any service to those afflicted as I have been, and enable you to bring this remedy into more general use, especially on the Pacific coast (where it is much needed), my object in writing this now will be attained.

Very truly yours, HENRY WELLS,
AURORA, N.Y., June, 1876. of Wells, Fargo & Co.

It is with the greatest pleasure that we present to the public this hearty endorsement of SANFORD'S RADICAL CURE FOR CATARRH, by Henry Wells, Esq., of Wells, Fargo & Co.'s Express. The position this gentleman has for so many years occupied in our business world, and especially in connection with the development of that golden country, the Pacific coast, has made *his name* known and respected throughout the land. His earnest desire that those who know him, and are sufferers from this disease, may be induced to use it we trust may be gratified. Those who do not know him (and they are few) must now feel convinced of the great value of this remedy. It is beyond all question the most *successful* ever compounded for the treatment of Catarrh. It is prescribed by our best physicians. It is recommended by our leading apothecaries, and testimonials from all parts of the United States attest the esteem in which it is held by the thousands who have been enabled by its use to escape the frightful consequences that follow a total neglect of this prevalent disease.

SANFORD'S RADICAL CURE FOR CATARRH is a safe, certain and permanent cure for Catarrh of every form, and is the most perfect remedy ever devised. It is purely a vegetable distillation, and is applied locally by insufflation, and constitutionally by internal administration. Locally applied *relief is instantaneous*. It soothes heals and cleanses the nasal passages of every feeling of heaviness, obstruction, dullness or dizziness. Constitutionally administered it renovates the blood, purifies it of the acid poison with which it is always charged in Catarrh, stimulates the stomach, liver, and kidneys, perfects digestion, makes new blood, and permits the formation of sound, healthy tissue, and finally obtains complete control over the disease. The remarkable curative powers, when all other remedies fail, of SANFORD'S RADICAL CURE are attested by thousands who gratefully recommend it to fellow sufferers. No statement is made regarding it that cannot be substantiated by the most respectable and reliable references.

Each package contains Dr. Sanford's Improved Inhaling Tube, and full directions for its use in all cases. Price $1 00. For sale by all Wholesale and Retail Druggists throughout the United States. WEEKS & POTTER, General Agents and Wholesale Druggists, Boston, Mass.

CRANE & BRIGHAM and REDINGTON & CO., Wholesale Agents, San Francisco.

COLLINS' VOLTAIC PLASTERS.

An Electro Galvanic Battery, combined with the celebrated Medicated Porous Plaster, forming the grandest curative agent in the world of medicine, and utterly surpassing all other Plasters heretofore in use. They accomplish more in one week than the old Plasters in a whole year. They do not palliate, they CURE.

COLLINS' VOLTAIC PLASTERS.

For Local Pains, Lameness, Soreness, Weakness, Numbness and Diseases of the Lungs, Liver, Kidneys, Spleen, Bowels, Bladder, Heart and Muscles, are equal to an army of Doctors and acres of plants and shrubs.

Price 25 cents. Sold by all Druggists. Mailed on receipt of price, 25 cents for one, $1.25 for six, or $2.25 for twelve, carefully wrapped and warranted, by WEEKS & POTTER, Proprietors, Boston, Mass. REDINGTON & CO. and CRANE & BRIGHAM, Wholesale Agents, San Francisco. ja3W&S&w2w

Oregon Furniture M'f'ing Co.
COR. FIRST AND YAMHILL STS.
Sitting Room Furniture,

Lounges, Chairs, Rockers, Easy Chairs in Suits, from $45 to $100; Folding Chairs from $3 to $30, in endless variety, and will have many a Splendid Assortment for the Holidays, all Sizes, small enough for the household pet a few months old, and large sizes to hold up a 300 pounder.

Carpets, Oil Cloth, Wall Paper, Cair Mattin'g, Rugs, Mats, Shades & Upholstering Goods.

[illegible] C. [illegible]ANTON & CO.
IMPORTERS AND
Commission Merchants.
AGENTS FOR LLOYD'S.
OFFER FOR SALE,

TENNENT'S ALE, pints and quarts.
McEWAN'S " " "
IND COOPE & CO'S ALE, pints and qts.
Blood, Wolfe & Co's ALE and PORTER, pints and quarts.
Guinness' STOUT, pints.
RED CASE GIN, (Ryabende & Sons brand).
Hennessy, Martell and Jules Robin's BRANDIES, in case and bulk.
Scotch and Irish WHISKIES, in case and bulk.
DRY PRIVATE CUVEE CHAMPAGNES, pints and quarts.
The Finest SHERRIES, in bulk, ever imported to this market, all at reduced prices.
CURRY POWDER and CURRANTS.
SAUCES.
SALAD and COD LIVER OILS.
EPSOM SALTS and CITRATE OF MAGNESIA.
SAGO and TAPIOCA.
CORN BRUSHERS, CHAIN and ZIG ZAG HARROWS.
PIANOS.
PAINTS and VARNISHES.
CHLORIDE OF LIME and SODA ASH.
WHEAT & OAT SACKS and HESSIANS.
Seaming and Roping TWINE.

AMUSEMENTS.

NEW MARKET THEATER.
J. AL. SAWTELLE..................Lessee and Manager
WEDNESDAY EVENING, JAN. 3, 1877.
BENEFIT
Of the great emotional Actress and accomplished Songstress,
MISS ANNIE FIRMIN.
On which occasion will be presented Shakespeare's
FALSTAFF!
Sir John Falstaff, (the Fat Knight)..............MR. JOHN JACK
Prince Hal, (the Prince of Wales)..............Miss ANNIE FIRMIN
Milk-Maid Song---Dougherty [illegible]! Miss Annie Firmin.
To conclude with the Laughable Farce of
FROLICKSOME OYSTER!
With Mr. JACK as the Oyster.
PRICES AS USUAL.
Reserved seats can be obtained at Morse's Palace of Art, First street, without extra charge.

DRY GOODS, CLOTHING.

REMOVAL.
FISHEL & ROBERTS
HAVE REMOVED TO THEIR
NEW & ELEGANT STORE
Cor. First and Alder Sts.,
Where they will be pleased to see their old and new customers.
THE
STOCK OF CLOTHING
IS
New, Elegant and Stylish.
OUR
Merchant Tailoring
DEPARTMENT
Is supplied with the best and latest Styles of
[illegible]
AND, OUR NEW FEATURE,
HATS.
Are the latest Importation.
We guarantee to sell our Stock
LOWER THAN EVER,
and shall aim to please our customers in every particular.

Advise your friends to visit the San Francisco Clothing Store, the Largest Store in the City, and the best Assortment.

CAPE ANN OIL CLOTHING.
H. WOLF is the Sole Agent for the
STAR OIL CLOTHING,
Which is far superior to any in the market. Look out you get the "Star Brand" which he imports direct, and sells cheaper than the San Francisco trash. All my Goods warranted.
H. WOLF,
Sole Agent Cape Ann Clothing.

HARRY WOLF,
Importer and Dealer in the Latest Styles of
Clothing, Gents' Furnishing Goods, Boots, Shoes,
Hats, Caps, Blankets, Trunks & Valises.
MANUFACTURE ALL OUR FLANNEL GOODS.
ALL KINDS OF RUBBER GOODS.
The only Agency on this Coast of the GENUINE CAPE ANN OIL SKINS.
89 and 91 Front st., bet. Washington and Alder.
GOODS SOLD AT A VERY LOW RATE.

RU[illegible]ELIN & GUT[illegible]NN,
56 First Street, between Stark and Oak,
PORTLAND, OREGON.
Manufacturers, Wholesale, and Retail Dealers in
FURS.
Offer a Complete Stock of
Ladies', Misses' and Gentlemen's Furs,
In great variety from the costly RUSSIA SABLE down to the cheap French Coney.
An Extra Fine Quality of
SEAL & MINK SACQUES.
A Large Assortment of
FUR TRIMMINGS.
A Fine Lot of
BUGGY AND BUFFALO ROBES.
Every Article Guaranteed.
All of which will be sold at extremely LOW PRICES. o21d3m2p

THE WILLAMETTE
Transportation & Locks Co.'s
NOTICE.
ON AND AFTER JANUARY 1, 1877, until further notice, the W. T. & L. Co. will carry Freight at
REDUCED RATES.
UP FREIGHT:
PORTLAND TO SALEM.................$1 00 per Ton.
" Points above Salem 1 50 " "
For SPECIAL RATES on DOWN FREIGHT apply at the Office of the Company.
FRANK T. DODGE, Agent.

FINE WINES.
A SPLENDID LOT OF IMPORTED
GERMAN AND FRENCH WINES,
Just opened and for sale.
C. A. BURCHARDT,
d23d3w 36 Washington street.

COLVILLE FARINA,
FRESH FROM THE MILLS, FOR SALE IN lots to suit, by
d15d1m ALLEN & LEWIS.

DRY GOODS, MILLINERY, ETC.

CLARKE & HENDERSON.
NEW FANCY GOODS

Articles suitable for Christmas Presents in Immense Variety, from an Initial Letter Handkerchief,
TO AN
[illegible] S[illegible]ess.

In order to REDUCE OUR STOCK before the end of the year we have determined to
LOWER OUR PRICES
for the next three weeks so that every one will have an opportunity to invest to advantage.

Per "Elder" we received 3000 yards
[illegible]
to be sold at 37½ cents per yard, by far the best in value we have ever sold.

For the convenience of our customers we will keep in future the
DOMESTIC PAPER PATTERNS,
a large Stock of which we have received this week.
CLARKE & HENDERSON.

JUST RECEIVED
AT
J. F. D. WRINKLE & CO'S
NEW
[illegible] EMPORIUM
Corner Salmon and First Streets.
A LARGE STOCK OF
DRESS GOODS.
In all the New Shades, at 25c per yd. and upward.
FINE FRENCH BLACK CASHMERES, 40 in. wide, $1 per yd.
FINE FRENCH COL'D CASHMERES, all the new shades, at reduced rates.
BLACK ALPACAS, 25c per yd. and upwards.
BLACK and COL'D EMPRESS CLOTHS.
A full Stock of Bleached and Brown SHEETING in all widths.
COTTON and WOOL FLANNELS, at prices below competition.
WATERPROOFS, in Plaids and Plain colors, 75c to $1 25 per yd.
FELT SKIRTS, 75c and upwards.
COTTON and WOOL HOSIERY, all qualities.
A good quality Two-Button KID GLOVE, $1 00 per pair.
Best quality French Two-Button KID GLOVE, $1 50 per pair.
1000 Articles of FANCY GOODS, too numerous to mention.
Ladies' and Gents' FURNISHING GOODS, all prices.
We guarantee our Goods to be just as represented and we DEFY COMPETITION.
J. F. D. WRINKLE & CO.,
Cor. First and Salmon sts.

REMOVAL.
MRS. CHAS. TICHNOR'S
Novelty and Fancy Goods Store
TO 126 FIRST STREET,
Between Morrison and Yamhill.
READ OUR PRICE LIST:
Ladies' Merino Vest and Drawers from 75 cts. upwards.
Woolen Jackets $1 50 and upwards.
Children's do. 75 cents.
Corsets from 50c to $3 00.
Ladies' Muslin Underwear, Aprons, Spanish Lace Barbes, Cardinal Ties.
And everything else in the Fancy Goods line sold at reduced rates.
N. B.—MASQUERADE COSTUMES for rent cheap, and all kinds of MASKS for sale.

[illegible]
MRS. E. S. WASS,
No. 60 Morrison St., Butterick's Pattern Agency.
HAS JUST RECEIVED A SPLENDID ASSORTMENT OF HAIR GOODS, which she is offering at astonishingly reasonable prices.
Price List—Finest Quality Hair Switches.

22 inches	2¼	ounces weight........	$5 00
24 "	3	"	8 00
26 "	3¼	"	[illegible]0 00
28 "	4	"	[illegible]2 00
28 "	4½	"	15 00
30 "	5	"	20 00

A handsome collection of CURLS in rare shades. The Margarita Wave is the latest novelty.

She begs to announce that having made arrangements with a first-class Wig-maker, she is prepared to receive orders for every kind of Wig. n1d1m

P. van FRIDAGH.
Dry Goods, Millinery, Notions.
A Complete Stock in Every Department of
Fall and Winter Styles
LADIES', GENTLEMEN'S & CHILDREN'S UNDERCLOTHING.
s30d2m

DR. J. S. PILKINGTON,
OCULIST AND AURIST,
Office, Dekum's Block.
Diseases of the EYE, EAR, THROAT and NOSE (particularly Chronic Nasal Catarrh) treated as specialties.
Prescriptions for the proper spectacles for relief of long, short or weak vision.
A fine stock of Artificial Eyes kept.

H. R. LITTLEFIELD, M.D.,
Physician and Surgeon
PORTLAND, OREGON.
Office—Rooms Nos. 1 and 3, Strowbridge Building, Corner Front and Alder streets.
Residence, corner Seventh and College streets.
Office Hours, 9 to 12 A.M., and 2 to 5 and 6 to 8 P.M.

OREGON STEAM NAVIGATION COMPANY.
NOTICE.
THE COMPANY HAVING ADOPTED A NEW system of checking baggage the old checks heretofore in use will not be recognized after this date.
S. G. REED, Vice Pres't.
Portland, Jan. 1, 1877. ja1d6t

STOVES.
SOAP STONE STOVES.
A FEW OF THESE SUPERIOR STOVES, FOR sale by GEO. ABERNETHY,
2p Second st., bet. Salmon and Taylor.

WANTS.

WANTED.
A SITUATION AS A[illegible] STAN[illegible] [illegible]ORK [illegible] and seamstress. Address "C," Oregonian office.

WANTED.
A GIRL TO DO HOUSEWORK IN A SMALL family with no children. Good references required. Apply at this office.

MEN AND WOMEN MAKE FROM $1 TO $5 per day selling our beautiful and popular OIL CHROMOS. If you want to make money do not fail to send $5 for one portfolio containing 22 large and quick selling Chromos. Largest variety in the world. F. MUNSON, [illegible] N. W. corner Kearny and Geary sts., San Francisco. (12d1 &wtm 1y

WANTED.
2,000 TWO THOUSAND DRESSED HOGS, of the best Grain Fed, heavy and light, for which the Highest Market Price will be paid, in large or small lots, delivered at the Pork House of HARVEY & BARKER,
Portland, Nov. 8, 1876. 150 Main street.

TO LET.

FOR RENT.
G. W. VAUGHN'S RESIDENCE, FURNISHED complete, with Piano. Beautiful grounds surrounding the residence. Rent low. See De LASHMUTT & OATMAN. d2d1m

FOR RENT.
SIX SUITS OF HARD FINISHED ROOMS ON the corner of Front and Washington streets, in Fire-proof building, at from six to eight dollars per month, suitable for offices or private rooms. See DE LASHMUTT & OATMAN.
d9d1m

TO RENT.
FIRST CLASS ROOMS TO RENT, [illegible] DAY or week, with [illegible] accommodatio[illegible] the Parlors. Cor. Front and [illegible] sts.

A HOUSE TO RENT.
CORNER OF THIRD AND MARK STREETS. Enquire at THOMPSON HOUSE, or to [illegible]SH, House Agent.

FOR SALE.

FOR SALE.
BEAUTIFULLY LOCATED CITY LOTS, ON easy terms, in Carruthers' Add., on line of street car railway, all graded and sidewalked. Corner lots, $750; inside $500, terms, one fourth down, balance on one two and three years, at one per cent. per month. [illegible]
d28d1m

FOR SALE.
THE STORE AND [illegible], NOW OCCUPIED by J. [illegible] Cowlitz county, W.T., together with the Stock and Fixtures. A person with small capital can do a [illegible] business at this place. [illegible]

FARM FOR SALE.
SITUATED ON THE COLUMBIA [illegible], TWO miles below Switzer's landing, [illegible] Vancouver, and only 7 miles from Portland. The Farm consists of 324 acres, part in cultivation, [illegible] stock range, besides an excellent [illegible]. On the Farm are a dwelling, barn and [illegible] in good condition. Also, good water. The [illegible] 25 head of milch cows, [illegible] work horses, [illegible] and hogs, in addition [illegible]. Will be sold at a reasonable figure. [illegible] the premises. [illegible]

PROPERTY FOR SALE.
IN LEWIS COUNTY, [illegible] Lot and Store [illegible] Stock in Warehouse, at Chehalis [illegible] County Seat of Lewis county. [illegible] Wild Bottom Land on Cowlitz river, [illegible] growth of timber, [illegible] of Chehalis Station. [illegible] quire of Messrs. [illegible] Ogn. or GEO. J. [illegible]

BOOTS AND SHOES.

REMOVED!
[illegible] HAS REMOVED TO [illegible] NEW Store on [illegible] where he [illegible] Ladies', [illegible] and Children's
BOOTS AND SHOES,
and intends to sell Cheap [illegible]. Owing to the [illegible] me to sell Goods [illegible]
DEFY COMPETITION.
I am also manufacturing [illegible] WORK [illegible] warrant [illegible] no sale. Give me a call.

SUGARS & RICE.
WE HAVE JUST RECEIVED [illegible] 4040 [illegible]
Three Thousand Kegs Sugar,
From the following Plantations
Kolalu, [illegible], [illegible]
And Hawaiian R[illegible]
Also, [illegible] bags of the best quality TABLE RICE, which we offer [illegible]
d27p ALLEN & LEWIS.

[illegible] FOR SALE
Counting House [illegible]
A LARGE STOCK,
At Reduced Rates.
CHAS. [illegible] & CO.,
[illegible] FRONT STREET.
d20 1m

AT AUCTION!
1 AMERICAN GRAY HORSE, good size, sound and a good driver, [illegible] years old.
ALSO,
BUGGY and HARNESS.
Will be sold at
A. B. RICHARDSON'S
Salesroom,
On WEDNESDAY, JANUARY [illegible], 1877,
At [illegible]
Property of W. [illegible] to satisfy charges of [illegible] stable keeper.
A. B. RICHARDSON, Auctioneer.

FOR HONOLULU—Direct.
THE A1 CLIPPER BARKENTINE
J. A. FALKINBURG,
[illegible] HUBBARD..................Master.
Will have quick dispatch. For Freight or Passage apply to
d27d10 ALLEN & LEWIS.

DISSOLUTION OF PARTNERSHIP.
NOTICE IS HEREBY GIVEN THAT THE partnership of Kellogg & Hanthorn, in the NATIONAL HOTEL, will be dissolved on January 1, 1877, J. B. Kellogg retiring. Mr. J. O. Hanthorn will continue the business. All accounts due said firm must be settled before the 1st, and all persons having claims against the firm are requested to present them before that date.
J. B. KELLOGG,
d28d6t J. O. HANTHORN.

CAUTION.
TO ALL PERSONS WHO HAVE PURCHASED patent rights from L. L. [illegible]. The patent No. 178,307 is only for the manufacturing process of Artificial Stone. The manufacturing of Mosaic Tiles belongs to another patent, which is exclusively my own property, and I will prosecute to the extent of the law any parties manufacturing Mosaic Tiles, unless they have previously purchased my right.
F. [illegible]
OAKLAND, Cal., Dec. 22, 1876. d30 1m

SKATES.
Ladies', Men's and Boys' Skates
At NORTHRUP & THOMPSON'S.
d22c1m

E. SELIG. F. ZIMMERMAN.
[illegible] & CO.,
Importers and Dealers in
WINES AND LIQUORS!
IMPORTED AND DOMESTIC CIGARS!
S. W. corner Second and Morrison streets.
Sole Agents for [illegible] Vollmer's [illegible] Bourbon.

HOLIDAY GOODS.
MEERSCHAUM PIPES AND CIGAR HOLDERS, Warranted, Cutlery. Lowest Prices in town. Repairing done.
JOHN L. GEORGE,
First Street, between Salmon and Main.

[illegible] GLISAN'S
OFFICE WILL BE REMOVED TO STROWbridge's Building, corner of Front and Alder streets, January 1st, 1877. [illegible] d 5d1m

DR. WILSON'S
OFFICE REMOVED TO HIS NEW ROOMS AT his residence, [illegible] Fourth streets, entrance on 3 street.

INSURANCE.

British and Mercantile
Fire Insurance Co.,
LONDON AND EDINBURGH.

and Surplus Fund, ... $10,000,000
1st, 1876 ... 5,028,412
Receipts, 1875 ... $15,020,411
ed in United States, ... 4,300,000
... 3,151,760

EDWARD HALL, Gen'l Agent,
Ankeny's Block, First Street.

OREGON BRANCH
HOME MUTUAL
Insurance Company

1875,
aid since Organization
HAMILTON BOYD,
MANAGER,
First Street, Portland, Oregon.

UNION
Insurance Company
FIRE AND MARINE.
... exceed ... 1,000,000
W. S. CALDWELL, Agent.

THE STATE
Investment & Insurance
COMPANY,
OF SAN FRANCISCO.
FIRE AND MARINE.
Incorporated in 1871.

FOR THE HOLIDAYS
STEINWAY
PIANOS
ORGANS
... IN THE WORLD
AT

MORNING ... JAN. 3, 1877.

CITY ...

—From Mr. Price, the mail ... a fatal accident which occurred ... county, near Eagle creek, ... the day mentioned, Jesse ... in Eagle creek ... company with La... ... Patterson. The ... from him about ... his gun go off, ... clothing ... he had shot him... the left arm and ... back of the neck at ... He lived about two ... he ball cut one of ... did not speak ... was about 28 years ... and four small children ... industrious farmer, well ... It is supposed that ... his left arm on the gun ...

... Church.—A ... invited by the pastor ... the entertain... rooms was known, to ... might be at lib... happy holiday ... was crowded with ... a few minutes' social ... and instru... by the young la... ... attention ... passed around ... into a very ... seemed unusual ... the evening as ... of Portland are ... with religious ...

...—On Friday, Dec. ... of August ... in Shoalwater Bay ... from Bruceport ... Mr. Clark's ... Bruceport, a squall ... sober young man ... with him, swam ... and struck out ... He could not ... have been lost ... Mr. Clark, who ... took him ... respected ... good character ... of Brabstadt ... a resident of ... is now on a ... receive the sor... death.

... Sunday evening ... given at the ... teachers and ... school. Mr. ... was the ... testimonial ... handsome ... The ...

... records of the ... Portland,

... Cloudy.

... of Multno... held on Tues... officers were ... J. W. Kelly ... Treasurer ... Tribe No. 3 ... S. S.; E. ... Secretary.

... morning the ... & Utter, ... between ... five o'clock ... They ... valuable ... silk handkerchiefs ... valued in ...

... family of Mr. ... veteran Mason ... day, desire to ... to the Masonic ... afforded deceased ... old age and dying ... the hearty benev... ...

... man named Edward ... the bark Rival, fell ... Knappton yes... drowned. Every ... but he seemed ... help himself, and ... reach him. The ...

... line between Astoria ... yesterday before ... operating condition ... 6 o'clock, so that ... Up to ... nothing was heard ...

... evening of the ... Musical Society ... subscription con... splendid programme ... from the most ...

... Year's evening, Mr. ... Assistant Engi... Fire Department for the ... presented with a beauti... of his brother firemen.

... at Kohn's Clothing ... Morrison streets.

... by wearing War... of every lady.

... trimmings at Jos.

... to be in his ... Persons can ...

... the year has come, ... there must ... but in the lan... much the better. I

AMUSEMENTS.

NEW MARKET THEATER.—This popular place of amusement was crowded at matinee Monday afternoon, when the "Long Strike" was repeated. Monday evening a jammed house greeted the first rendition of "Ultimo, or the Big Bonanza." Last evening the same piece was repeated to a well-pleased audience. This evening, Miss Firmin will be the recipient of a complimentary benefit, on which occasion a grand bill will be presented, well worthy of public patronage. The programme will consist of "Falstaff," from "Henry IV.," Part First, and concluding with the roaring farce of the "Frolicsome Oyster." Mr. Jack will appear in his great original character of "Sir John Falstaff" and Miss Firmin as "Prince Hal." In the afterpiece, Mr. Jack will assume the ludicrous role of the "Oyster." During the evening, Miss Firmin will sing the "Milk Maid's Song," from Tennyson's "Queen Mary," and the comic military song, in character, "The Dougherty Fusilaidais." We observe the following complimentary mention of Mr. Jack in a recent San Francisco exchange: "We hope the citizens of this city will have an opportunity of witnessing Mr. Jack's performance of Sir John Falstaff. We thought ourselves almost incapable of becoming 'enthused' at anything which we might see on the stage, but we must confess to having been partially aroused from our lethargy, on Sunday evening last, by witnessing at the Grand Opera House Mr. John Jack's Falstaff. It was really a surprise, a first-class sensation. Instead of finding it 'tolerable and barely to be endured,' we found it a gem of the first dramatic water. It was good, complete, unique, and altogether out of the common order. We can safely say that in John Jack, 'Fat Jack' has at last found his prototype."

OPERA.—The English Opera company will arrive in this city Friday evening of the present week, and will open at New Market Theater Saturday afternoon. Lecocq's beautiful comic opera of "Girofle, Girofla" will be rendered at matinee. Saturday evening, "La Grand Duchess."

VERDICT OF CORONER'S JURY.

The coroner's jury summoned to inquire into the cause and manner of the death of D. S. Moore and C. O. Rinearson, who were killed by an explosion at Owyhee rapids on the Columbia, Dec. 15th, returned the following verdict in the case of Moore:

We, the undersigned coroner's jury, at Owyhee rapids, in Wasco county, Oregon, December 9th, 1876, called to hold an inquest on the body of a man found near Owyhee rapids, find as follows: That his name is L. S. Moore, a native of the State of Massachusetts, age about 45 years, and from the testimony taken before us, the cause of his death was an explosion of giant powder on Dec. 15, 1876, between the hours of 9 and 10 o'clock in the morning. Said powder was in a house erected for the sole purpose of making cartridges, and was on the bank of the Columbia river, at Owyhee rapids, and that said D. S. Moore was hired as an expert, for his knowledge of giant powder, in preparing cartridges to be used in blasting rock from the channel of the Columbia river at said place, and that he was engaged at his work at the time of his death. Further, from the testimony taken before us we find that the contractors, Grant & Stone, have taken every precaution to prevent accident, and said contractors are blameless as to the cause of said deceased D. S. Moore's death, but that deceased was killed by an explosion, the cause of said explosion to us unknown, an accident of the nature to which said work of blasting is liable to under the most careful management. In witness whereof we hereunto sign our respective names.

Eugene F. Coe (foreman), John Straight, Con. Sullivan, John McKenna, William Corkan, G. H. Nelson.

The verdict in the case of Rinearson is similar, except that it does not mention that he was a skilled person or expert.

S. S. CITY OF CHESTER.

The following dispatch requires no explanation:

NEW YORK, Jan. 1, 1877.

John D. Biles, Secretary O. S. S. Co.—Chester sailed yesterday afternoon, engine working beautifully; drew only 13 feet 8 inches forward, with over 900 tons dead weight. She was thrown open to public inspection on Wednesday, and generally pronounced as finely fitted a steamer as ever left New York.

H. VILLARD, President.

In the New York *Shipping and Commercial List*, of a recent date, we observe the following mention of the *City of Chester*: "The steamship *City of Chester* is fitting up for the Oregon Steamship Co., to ply between San Francisco and Portland, and will be, taking everything into consideration, one of the best appointed steamships to be found anywhere. She is fitted up with electric annunciators in every room, electric alarms from the office on bridge to captain's room, and from captain's room to bridge. Another novelty is having small hose cocks at different parts of the ship, with a constant pressure of water on, so that by the aid of a small hose easy to move and instantly effective, all incipient fires can be quenched by merely opening the faucet. Another striking improvement is in the family rooms, where the upper berths are put up out of the way (*a la* Pullman) when not required, making a nice room of it in the day time. Taking her as a whole, she will be a very elegant steamship."

BRIEF NOTES.

Holidays gone.

River at a standstill.

Cold and very foggy.

Nights growing shorter.

Miss Firmin's benefit this evening.

No discount on gas bills after to-day.

The "International Sunday School" lesson for January 7th will be found in I. Kings, 12th chapter, 12th to 20th verses. Golden text, 8th verse of same chapter. Subject: "The Kingdom Divided."

Sheriff Dale brought down from Yamhill county yesterday morning, Andrew S. Stewart, who has been adjudged insane, and delivered him over to the authorities in charge of the East Portland asylum.

Some burglars, we learn, visited the residence of Mr. John A. Confer, near Oswego, yesterday, and finding the premises deserted, the family having gone to town, they entered and stole nearly $3,000 in coin, which he had placed in a carpet sack, and hidden in what he considered a safe place.

RAILROAD MEETING.

For some reason the railroad meeting called to meet at the court house last evening was very sparsely attended.

The meeting was called to order, and Dr. J. C. Hawthorne was chosen president, and D. H. Stearns secretary.

Short remarks were made by Judge W. W. Upton, P. A. Marquam and J. J. Browne.

J. J. Browne, Esq., offered a preamble and resolution relative to the question of railroads.

After some discussion, it was deemed proper to adjourn the meeting, owing to the limited attendance, until next Saturday evening at 7 o'clock, when further action could be taken.

On motion a committee of three was appointed to make all necessary arrangements for the adjourned meeting. The committee consists of the following gentlemen: J. M. Strowbridge, Noah Lambert and P. A. Marquam.

On motion, the meeting adjourned to meet at the court house next Saturday evening.

"When Freedom, from her mountain top,
Unfurled her standard in the air,"
She held Dr. Warner's Health Corset up
And cried, "Here's freedom for the fair."

I would I were—Oh! thrilling thought!
Dr. Warner's Health Corset.
Neat and snug
I'd clasp thy trim and taper waist in one continual, everlasting,
Rapturous hug.

Captains and pilots will note the fact that Peter Wilhelm has fitted up two rooms for their especial use at the Fountain, corner Ash and First streets. English papers on file, and everything cosy.

Fresh supply. Those persons who were disappointed in procuring one of those beautiful Energy Hats, are informed that Meussdorffer has received a fresh supply, and can meet the wants of everybody.

Masquerade suits to rent at Jos. Harris', St. Charles hotel building, Morrison street.

Having purchased the interest of W. H. Andrus, Esq., in the Occidental Hotel, I will be happy to meet my friends in future at this house.

THOMAS SMITH.

CAPITAL NOTES.

Our regular correspondent, writing from the above place under date of January 1st, sends the following:

Supreme Court will convene again to-day after the holiday adjournment.

Prof. D. W. Prentice, of Portland, is stopping at the Chemeketa hotel in this city.

Mrs. A. A. McCully has been confined to her room with illness for some time past.

Schuller Hastings, of this city, had his leg broken on Saturday last by a kick from a horse.

J. T. Watson and family, of Roseburg, are registered at the Chemeketa hotel in this city.

Holiday week is drawing to a close, but it has been very generally enjoyed by the capitolians.

Rev. John Sellwood, of Oregon City, officiated yesterday at St. Paul's Episcopal church, in this city.

Hoag E. Akin, formerly of the Salem postoffice, will soon leave for his old home in New York State.

Sixty deeds were recorded and eleven marriage licenses issued by County Clerk Edes during the month of December.

Mr. and Mrs. H. M. Bear contemplate moving to Astoria at an early day. Their numerous friends in this city regret the change.

Some of the reception rooms in which the Salem ladies received their gentlemen friends yesterday were decorated with exquisite taste.

M. N. Chapman, Dept. P. M., has purchased the Waymire place on Front street, paying therefor the sum of $1,200. Another bargain.

Prof. Parrish's closing soiree at Reed's Opera House, last evening, was very largely attended and proved a most auspicious closing to his school.

Martin & Keady have received some very flattering notices of their paper gauge for printing presses from prominent inventors in the Eastern States.

The concert and sociable given on Friday evening last by the choir of the Presbyterian church was well attended and thoroughly enjoyed by all present.

Miles M. Miller, of the Salem Gas Works, will take his departure for San Francisco on a business trip during the coming week, and will be absent a couple of weeks.

Geo. W. Hunt, Jno. Hughes and Frank Cooper have been appointed as a committee to solicit subscriptions for stock of the Mount Jefferson Wagon Road Company.

A large number of Salem ladies are to-day receiving New Year calls, and the gentlemen generally are engaged in the laudable enterprise of calling on their lady friends.

The "Dookey Club" of this city received their friends on Wednesday evening last at the home of John D. McCully. It was quite a select affair and correspondingly pleasant.

Officers of Multnomah Chapter No. 1, R. A. M.: F. J. Babcock, H. P.; E. D. Sloat, E. K.; R. A. Pratt, C. H.; H. H. Gilfry, R. A. C.; J. J. Murphy, Secretary, and Andrew Kelly Sentinel.

Dr. James A. Richardson has purchased the Prentice property, and will at once give it a thorough overhauling preparatory to making it his permanent home. The price paid was $1,500, which is considered almost dirt cheap.

Officers of Willamette Encampment, I. O. O. F.: Geo. Williams, C. P.; T. O. Barker, H. P.; William Waldo, S. W.; H. H. Gilfry, J. W.; C. M. Parmenter, Scribe; J. D. Jordan, Treasurer; H. H. Gilfry, Thos. Jordan and C. M. Parmenter, trustees.

A large party of Salem young folks were invited out to John Savage's yesterday, where they were most hospitably entertained by "Aunt Martha," who delights in such visits. The barouche (?) which conveyed them thither was a gorgeous affair in every sense of the word.

Officers of Salem Lodge No. 4, A. F. & A. M.: A. A. McCully, W. M.; Warner Breyman, S. W.; G. C. Van Wagner, J. W.; J. H. Albert, Treasurer; T. H. Reynolds, Secretary; Wm. Armstrong, S. D.; J. W. Meridith, J. W.; Chas. S. Matthieu, Tyler; A. Levy and James McGhee, Stewards.

The following is the list of officers of Pacific Lodge No. 50, A. F. & A. M., for the ensuing Masonic year: H. H. Gilfry, W. M.; F. J. Babcock, S. W.; R. A. Pratt, J. W.; E. D. Sloat, Treas.; Thos. H. Cox, Sec'y; J. B. Boynton, S. D.; S. Adolph, J. D.; A. Kelly, Tyler; H. A. Johnson and T. B. Wait, Stewards.

A quintette of young men engaged a pair of trucks yesterday which, together with the team attached, was profusely decorated with flags, and was used to convey them around the city in making their new year calls on their lady friends. It was a jolly crew, and the "jingle jangle" of their sleigh and cow bells created a lively sensation wherever they were listened to.

The party given at the Chemeketa Hotel on Friday evening last, under the auspices of the Salem Social Club, proved an immense success in every particular. The rooms were neatly decorated, the trimmings in the parlors being highly suggestive of exquisite taste. The music furnished by Prof. Parrish, of your city, who acted as prompter, was as fine as any ever furnished in this city. About sixty-five couple were present, including the fashion and *elite* of the capital. The managers certainly deserve great credit for bringing the affair to such a brilliant as well as satisfactory termination.

For Gents' Fashionable Clothing go to Kohn's, corner First and Morrison streets.

What you cannot find at Fabre's it is useless to try elsewhere to find.

In the business center is Barnes', at Central Market. Try his lunches.

Indescribable—the display at B. L. Stone's. You must see it.

Mrs. D. A. Owens, M. D., Office and residence, east side First street, between Yamhill and Taylor. Special attention given to Women and Children complaints. Also gives Medicated Vapor Baths, combined with Electricity, in treating Rheumatism and Chronic Diseases.

Only a few days more to buy jewelry—the best at B. L. Stone's.

At cost, Boys' Clothing, at Kohn's.

Says Mrs. ... S. Blake, M. D.: "Dr. Warner's Health Corset restores the lost development of the bosom."

FINNEN'S HAVANA CIGAR STORE.

Opposite Strowbridge's Block, has on hand and for sale a large assortment of fine Cigars, Chewing and Smoking Tobacco, the best, cheapest and largest assortment in the city. Call, judge for yourself, and be convinced, that I give more satisfaction for your money than any other retail store here.

93 FIRST STREET.

PROGRESS CLUB ROOMS.

I have taken charge of the Progress Club Rooms, and cordially invite the former guests of the Club and my acquaintances. Lunch from 12 to 1 P. M. The fine Hall and Rooms will be rented to Clubs, also for Private Parties, Balls, etc.

H. BRENNER.

OMNES PROSINT.

WM. PFUNDER,
APOTHECARY & CHEMIST,
Ankeny's New Market Theater Block
Portland, Oregon.
Pure Drugs, Chemicals and Medicines.

NOTICE.

The undersigned in taking leave of Portland returns his sincere thanks for the liberal patronage that has been bestowed, and would bespeak for his successors a continuance of the same.

Both DRS. BARBER & NICKLIN, are gentlemen in every way competent and worthy of any confidence that may be placed in them, and as such I can conscientiously recommend them to my former friends and patrons.

J. H. HATCH.

CHAS. E. BRAY,
Professor of Music.

Will furnish Balls and Parties with Music of the first quality, as heretofore. Leave orders at SHERMAN & HYDE'S, or at residence Fourth and Morrison streets.

J. H. BRENNER

Will give the best references in the city as Teacher of
VIOLIN, PIANO & ORGAN.
Northwestern Brass and String Band
Plays the Latest and Best Music.
Prof. PARRISH........................Prompter.
Office—At GRAY'S Music Store.

A. L. FRANCIS,
Dealer in
PIANO AND ORGANS,
Portland, Oregon.
Extra Inducements Offered.

First-class Instruments Sold on Installments, at Greatly Reduced Prices. Old ones taken for part payment. Will visit all parts of the State and Washington Territory.

Pianos and Organs Tuned and Repaired.
Address P. O. Box 235.

WEEK OF PRAYER.

At a meeting of the pastors of the Presbyterian, Methodist, Congregational and Baptist churches, it was decided that the above churches be invited to unite their efforts in the noon meeting at the Y. M. C. A. rooms, corner First and Alder streets, from 12 o'clock to 1 P. M., each day of the week of prayer, except Sunday, while the various churches will hold meetings in their various places each evening at 7 o'clock, except Saturday. The following programme was arranged from that recommended by the Evangelical Alliance:

Sunday, Jan. 7th—Sermons on Christian Fellowship.

Monday, Jan. 8—Thanksgiving and Confession in review of the past year.

Tuesday, Jan. 9—Prayer for the Holy Spirit on the Universal Church, Joel II., 28.

Wednesday, Jan. 10—Prayer for families and for those away from home.

Thursday, Jan. 11—Prayer for nations, and for the maintenance of peace.

Friday, Jan. 12—Prayer for Christian Missions at home and abroad.

Saturday, Jan. 13—Prayer for the Christian Sabbath and for Temperance.

Sunday, Jan. 14—The pastor of each church will preach in the morning upon "The Essential Oneness of the Church of Christ, Eph. IV., 5, 6."

On Saturday evening, Jan. 13th, a union meeting in the interest of the temperance cause will be held in each place as may be arranged at the temperance meeting in the rooms of the Y. M. C. A. on Saturday evening Jan. 6.

An urgent request is made of every Christian in the city to pray for the subject mentioned, and a cordial invitation is extended to all persons to attend the noon and evening meetings.

Further notice of the leaders appointed, and the time and place of meeting will appear in the daily issues of the press.

D. ... PIERCE, Secretary.

NOTES FROM ALBANY.

Our regular correspondent, under date of Jan. 2d, sends the following:

The weather remains very pleasant in this part of the country.

Mr. Hyde opened a select school to-day in the old Baptist Church.

The entertainment at the Opera House last evening was a financial success.

The holidays are past, and the New Year is upon us with its stern realities.

The large hotel building at the railroad depot in this place, will be enclosed this week.

The union religious services during the week of prayer, will open at the M. E. church on Monday evening next.

We understand that the lumber for the reconstruction of the Methodist Church will soon be on the ground.

A row occurred last night with some drunken Indians. One young man was stabbed in the face just below the eye.

One firm in this city are shipping by rail 300 barrels of flour per day, this being the amount manufactured by them per day.

A beautiful copy of Wadsworth's poems was presented Miss Anna Griffin, (the organist of the Methodist Sunday School), on Sabbath last.

The friends of the Pastor of the M. E. church met at the parsonage Friday evening last, and after refreshments had been served, they retired leaving very many blessings for the family.

The following persons were elected last night as officers of the M. E. Sunday School: Superintendent, Prof. Gilbert; Assistant, Mr. Graham; Secretary, Kasarta; Treasurer, S. Miller; Librarian, Robert Graham.

THE COURTS.

U. S. CIRCUIT COURT—DEADY, J.

TUESDAY, Jan. 2, 1877.

Hugh Waters vs James B. Campbell; motion to strike out parts of replication sustained.

B. F. Dowell vs W. C. Griswold; upon motion order made setting this cause for trial on Monday next at 10 o'clock A. M.

U. S. DISTRICT COURT—DEADY, J.

J. W. Coffin and D. J. Hendry vs vessel known as U. S. Revenue Cutter; decree for the libellants.

Geo. A. Webb, assignee, etc., vs S. Sachs et all; order that venire issue to marshal directing him to summon 18 persons to appear in this court on Friday next at 10 o'clock A. M. to serve as trial jurors.

In re John A. Keller in bankruptcy; objections to proof of debt, with security, of R. S. Perkins; hearing upon report of Register; cause argued and submitted.

Court adjourned to Friday next.

COUNTY COURT—WOODWARD, JUDGE.

LAW.

W. B. Magers vs Tim Stapleton; demurrer overruled and defendant allowed until to-morrow to answer.

The South Portland Real Estate Association vs J. P. Cline & E. H. Garling; judgment by default.

H. L. Darr vs Levi Estes, C. L. Carter and Lesour; judgment by default.

August Lobsien admitted to citizenship.

PROBATE.

Estate of Sarah Mong ier, deceased; order allowing sale of real estate belonging to estate.

Joseph Buchtel vs Van B. DeLashmutt; cause on trial.

Seattle quarantined a squaw last week. She broke out—with the small pox.

Well, the new year is now fairly begun, and every one has taken to a quiet business-like way. New leaves have been turned, and the most sensible one is to buy, in future, your clothing, etc., at the new store recently opened by Beck & Waldman, the pioneers.

The City Council should pass a vote of thanks to Cyrus Noble and Millard & VanSchuyver for the extraordinary good order in Portland on New Year's day. Noble Whisky does not intoxicate.

GEO. H. CHANCE. J. WELCH.
CHANCE & WELCH,
Dentists,
Office—FIRST STREET,
(Odd Fellows' Temple.)

FLECKENSTEIN & MAYER
12
PORTLAND, OREGON.

Agents for the Pacific Coast.
12 FRONT STREET,
Jobbers & Wholesale Dealers
IN
WINES, LIQUORS
AND CIGARS.

A Very Large Assortment
CONSTANTLY ON HAND.
Branch House of LIVINGSTON & CO., San Francisco.

CITY LICENSES.

LICENSES FOR THE CURRENT QUARTER are now due and payment therefor must be made on or before the 10th inst. at my office, 92 First street.

Liquor dealers must have their bonds approved before payment can be made.

JOSEPH BACHMAN,
Treasurer City of Portland.
Portland, January 1, 1877.

Regular Secretions Essential to Health.

The regular secretion and flow of the gastric juices, and of the bile which the use of Hostetter's Stomach Bitters promotes, are effects which conduce materially to the restoration of health, when the system is disordered. Food is not digested in the dyspeptic stomach because the gastric fluid is deficient, superabundant or vitiated; the liver becomes congested and the bowels constipated because the supply of the bile is inadequate or misdirected. The Bitters rectifies all this, and removes every ill consequences of non-assimilation and billious irregularity. Furthermore, it stimulates the action of the kidneys, by which impurities are, so to speak, strained from the blood, and any tendency in the urinary organs to grow sluggish and disordered counteracted. Whether it be used as a means of regulating gastric or billious secretion, and relieving the overloaded bowels, or to promote complete, and therefore healthful urination, Hostetter's Bitters may be relied upon with confidence to accomplish the end in view.

You are Troubled with a Bad Breath.

It annoys your friends as well as yourself. You would like to get rid of it, but scarcely know what means to adopt. We will tell you. Use the fragrant *Sozodont*; it will cleanse and beautify your teeth and leave your breath pure.

ANYTHING IN THE SHAPE OF GREASE is pernicious rather than beneficial in cutaneous eruptions. GLENN'S SULPHUR SOAP, a cleansing, wholesome, anti inflammatory article, is greatly to be preferred to Sulphur and other Ointment used in obnoxious diseases of the skin.

There is, probably, no way in which we can benefit our readers more than by recommending to them for general use *Johnson's Anodyne Liniment*. It is adapted to almost all the purposes of a Family Medicine; and as a specific for coughs, colds, whooping cough, soreness of the chest, ame stomach, rheumatism, spitting of blood, and all lung difficulties, it has no equal that ever we saw or heard of.

The propriety of giving condition medicine to horses, cattle and sheep, was discussed and admitted by many of the Agricultural Societies throughout the State last Fall, and we believe that in every case but one they decided in favor of *Sheridan's Cavalry Condition Powders*. Good judgment.

August Flower.

The most miserable beings in the world are those suffering from Dyspepsia and Liver Complaint. More than seventy-five per cent. of the people in the United States are afflicted with these two diseases and their effects; such as Sour Stomach, Sick Headache, Habitual Costiveness, Palpitation of the Heart, Heart-burn, Water-brash, Gnawing and Burning Pains at the Pit of the Stomach, Yellow Skin, Coated Tongue and Disagreeable Taste in the Mouth, Coming up of Food after Eating, Low Spirits, etc. Go to your Druggist and get a Sample Bottle for a bit; large size 75 cents. Try it—Two doses will relieve you. Agents Crane & Brigham, Wholesale Druggists, San Francisco.

HAGAN'S MAGNOLIA BALM preserves and restores the complexion; removes freckles, tan and sallowness; makes the skin soft, white and delicate. Its application cannot be detected.

LYON'S KATHAIRON makes beautiful, glossy, luxuriant hair; prevents its falling out or turning gray. It has stood the test of 40 years. Is charmingly perfumed, and has no rival.

WATCHES AND JEWELRY.

"Truth is stranger than Fiction."

I HAVE THE
FINEST ASSORTED STOCK
OF
WATCHES,
DIAMONDS,
JEWELRY
AND
SOLID SILVER WARE

To be found in the City of Portland, and an examination will prove my assertion.

I'M NOT GOING TO REMOVE,
But remain at my OLD STAND, and I shall
Sell at Prices in keeping with the Times,
As they were bought for this
HOLIDAY TRADE
And those wishing to purchase any article in my line will be benefited in giving me a call.

L. C. HENRICHSEN,
No. 109 FIRST STREET.

JOHN B. MILLER,
WATCHMAKER & JEWELER,
No. 93 First St., National Bank Building.
Has just received a large and well selected stock of
Fine Gold and Silver Watches
Manufactured by the most Celebrated Makers in Europe and America. Also,
Watch Chains and Jewelry, Latest Styles,
SILVER AND PLATED WARE.
GOODS of all descriptions known to the trade. Watches and Jewelry cleaned and repaired and warranted.

EVERDING & BEEBE,
Commission Merchants,
EXPORTERS AND DEALERS IN
...
OF ALL KINDS
STAPLE GROCERIES,
FIRE BRICK AND FIRE CLAY,
GRAIN SACKS & TWINE
NO. 27 FRONT ST.,
PORTLAND, OREGON.

LEA & PERRINS'
CELEBRATED

PRONOUNCED BY
CONNOISSEURS
TO BE THE
"ONLY GOOD
SAUCE,"
And applicable to
EVERY VARIETY
OF DISH.

EXTRACT
of a Letter from a Medical Gentleman at Madras to his brother at Worcester, May, 1851.
"Tell LEA & PERRINS that their Sauce is highly esteemed in India, and is in my opinion the most palatable as well as the most wholesome Sauce that is made."

WORCESTERSHIRE SAUCE.

LEA & PERRINS'
SIGNATURE is on EVERY BOTTLE.

Lea & Perrins

JOHN DUNCAN'S SONS,
NEW YORK.

State Treasurer's Notice.

TREASURER'S OFFICE,
SALEM, Dec. 30, 1876.

NOTICE IS HEREBY GIVEN THAT THERE are funds in the State Treasury for the payment of the following warrants, drawn in the year 1876, to wit: Nos. 1830, 1832, 1831, 1833, 1829, 1831, 1835, 1 0, 26, 129, 163, 164, 168, 169, 196, 197, and 198. Interest on these warrants will cease from this date.

A. H. BROWN,
State Treasurer.

NOW ... PRACTICING ... PICTORIAL ... 1876

WHEELER & WILSON

HAS TAKEN THE TWO HIGHEST MEDALS AND TWO DIPLOMAS AT THE CENTENNIAL Exposition—the Gold Medal at the California State Fair—The First Premium at each of the County Fairs in California—The Three Medals at the Oregon State Fair, given for the Best Family Sewing Machine, Best Manufacturing Machine, and Best Series of Samples—First Premium at the Washington Territorial Fair—First Premium at Walla Walla—First Premium at Hillsboro and First Premium at Union county Fair.

See the Machine for yourself, and believe not opposing Agents who try to make the public believe the defects of the old Wheeler & Wilson are in this—Straight Needle, no Brush, no Shuttle—Plate level with the Table, and patent Oil Guards, preventing the work from being oiled by the dripping of oil down the needle bar.

Send Orders to
WHEELER & WILSON MFG. CO.,
98 Third Street, Portland.

JOHN W. GILBERT,
Salem, Oregon,
IMPORTER AND DEALER IN
Boots and Shoes, Shoe Findings, Harness,
SKIRTING, BELTING and LACE LEATHER,
French ... Calf Skins, Upper and Sole Leather, Morocco, Linings, Etc.
HIGHEST CASH PRICE PAID FOR HIDES AND FURS.

SMITH BROS.' IRON & BRASS WORKS
... North Front Street, between Harrison and Hall,
In Fire-proof Building formerly occupied by the Oregon Iron Works Company.
MANUFACTURERS OF
Steam Engines, Saw Mill, Grist Mill and ...
Machinery, Iron and Brass Castings, Forging
and Pattern Making.
MACHINERY of all kinds made to order on short notice.

WILLAMETTE IRON WORKS
Incorporated September 16, 1865,
CORNER OF NORTH FRONT AND ... STREETS.
... ROGER, Secretary. ... R. THOMPSON, President. PETER TAYLOR, Vice-President.
Iron and Brass Founders, Boiler Makers, General Machinists
and Engine Builders,
MANUFACTURE AND HAVE FOR SALE
High and Low Pressure Marine and Stationary ENGINES and BOILERS, ...
Quartz Mill ... Mining and Agricultural Machinery.
Agents for the Celebrated MOORE & PARKER WATER WHEEL ...
REPAIRING OF MACHINERY AND BOILERS promptly ...
THE LARGEST AND BEST STOCK OF PATTERNS ...
Agents for ...
JAMES LOTAN, ...

F. GOLDSMITH, ... Water Street, New York.

GOLDSMITH & LOEWENBERG
93 and 95 Front Street, ...
STOVES, RANGES ...
FORCE AND ...

... GOODS.

... SALOON.

... ARION ...

... WINES, ... AND ICE CREAM
of the best ... always on hand.
... OF ALL KINDS ... to order.
G. FRANK.

SALOON,
And ...
"BOCA" BEER
AT THE
... FIRST & PINE STREETS.

... BEER HALLE.

... Beer
Best Wines and Liquors,
Lunch to order. ... and see me.
... Oro Fino Building.

... Sage's make,
... Eastern Carpenters' Tools,
... Builders' Hardware,
MECHANICS' TOOLS,
... at
JOEL R. FOSTER'S,
... FRONT ... CORNER STARK.

... SIMON & CO.,
... Front Street,
Dealers in
DOORS, SASH AND BLINDS,
German, French and American
WINDOW GLASS,
Crystal Sheet, Enameled, Stained and Cut
Glass. ... Sizes of
LOOKING GLASS.
Glazing done to order, at San Francisco Prices, and satisfaction guaranteed.

HOUSE MOVING.

W. O. ALLEN.

HAVING SECURED A LARGE ADDITION OF Machinery to my already extensive set of the latest improved tools for Raising and Moving Buildings, and other heavy bodies, and having full experience in the business, I am prepared to do the same with dispatch. Those having work in my line will please consult me before letting contracts, as I am prepared to do work at a still greater reduction in prices. Office and residence, Southeast corner Sixth and Alder, Portland.

AUCTION! AUCTION!

... licensed Pawnbroker, Washington street, between First and Second, Portland, Ogn., has first class ... Jewelry, Revolvers and other articles that he will sell during the Holidays at auction prices. Persons requiring money will find it to their advantage to call on him, as his terms ... reduce ... less than one half ... charges. Business done at the lowest ... strictly private. Miscellaneous articles of every description bought and ...

MONEY.

$ ... TO LOAN ON IMPROVED CITY Property.
W. LAIR HILL.

... CITY ...
... JANUARY ...
PORTLAND ...

... W. C. NOON,
FRONT ... Bags, Sails and Tarpaulins,
Made and Repaired.
Fishermen supplied with ... rates.

CHAS. ...
Cor. Third and ... Portland ...
DEALER IN BILLIARD ...
Goods of all descriptions ...
Brunswick & Balke Co. Standard ...
Virginius Pool Tables, etc., etc.

East Portland Assessment Roll.

NOTICE IS HEREBY GIVEN ... Assessment Roll for the City ... for the year 1876, has been returned to ... of Trustees by the City Assessor, and will remain open for inspection at the office of the ... and Auditor until the first day of January, 1877. All applications for the correction of errors in the valuation and listing of property must be ... the Recorder prior to that date.

By order of the Board of Trustees.

I. N. SANDERS, Recorder & Auditor.
East Portland, Dec. 6, 1876.

J. H. FISK,
ASSAYER AND METALLURGIST,
No. 20 Stark street,

ANALYSIS OF ALL KINDS OF ORES AND Metals. Prompt attention paid to orders from all parts of the country. Highest price paid for Gold Dust and Gold Bars.

K. of P.—EXCELSIOR LODGE No. 1,
MEETS EVERY WEDNESDAY EVENING AT 7½ o'clock, in Castle Hall, corner of First and Taylor streets. Members of sister Lodges and sojourning brethren are cordially invited to attend.
... C. C.
GEO. S. H. JACKSON, K. of R. and S.

The Daily Oregonian.

WEDNESDAY MORNING, JAN. 3, 1877.

JUDGE DEADY'S DECISION.

[Concluded from First Page.]

erty in the thing under this contract would remain in the builder until the final completion and delivery of the vessel. This being so, it is difficult to perceive how the execution of a bond in *half* the contract price for the faithful performance of the contract could have the effect to change it in this respect or show that the parties to it entered into it with any intention other than that which appears upon its face. Neither is it material to consider whether this contract is, upon this view of it, a provident or improvident bargain upon the part of the United States, or, however that fact may be, it would furnish no sufficient reason for giving it a singular or extraordinary construction. But so far as appears, the government has ample means under the contract to protect itself. The law being that the payment of the installments binds the builder to finish and deliver the identical vessel which they have been used to construct—Andrews v. Durant, *supra*, 41—under the circumstances it would be almost impossible to dispose of the property to an innocent purchaser, so as to deprive the government of this security for the payments. Besides, before making a payment, the United States can ascertain, through its superintendent, if the accounts for labor and materials have been so far satisfied, and if not, an amount equal thereto may be withheld from the contractor or directly applied to their payment; in addition to which it may rely upon the bond for indemnity, in case it is compelled, or, from a proper sense of justice, consents to pay any unsatisfied claim for work or materials used in the construction of the vessel and which constitutes a lien thereon. A contract "to build and deliver a vessel, [illegible] and complete in all respects," is hardly complied with while any valid lien or encumbrance, growing out of the acts or conduct of the builder, exists upon it.

The libellants having furnished labor and materials, at the request of the Oregon Iron Works, to equip a vessel then belonging to said corporation, by the law of Oregon—Or. Code, p. 656, § 17—they have a lien thereon for the value thereof. But, admitting this [illegible] the claimant objects that the court has no jurisdiction to enforce such lien, because [illegible] and materials were used in the [illegible] of a domestic vessel in her home port, [illegible] other words, that the contract of the [illegible] was to furnish materials *to build* a vessel, and is therefore not maritime.

So far as this court is concerned, this question was decided in the case of the *Eliza Ladd*, Nov. 24, 1875. It was then held that a contract "to equip, fit or furnish a vessel after she is launched and afloat is a maritime contract." The materials of which a vessel is composed, said the court in that case, "being put together in a certain form, so as to float upon the water and transport or bear up freight or passengers, become a ship at the moment when she leaves the ways and her keel strikes the element for which she was originally designed. That is the moment of her birth as a ship, and the occasion when a name is usually bestowed upon her. Thereafter all contracts to equip, repair or furnish this machine have direct reference to a vessel in use with capacity for locomotion and transportation on navigable waters, and are therefore maritime."

Following this decision, the soundness of which I have yet no cause to doubt, the objection to the jurisdiction is not well taken. The vessel was built, launched and afloat upon the navigable waters of this State, within the ebb and flow of the tide when the libellants furnished these materials. They consist of [illegible], anchors, cordage, ropes and sails, and were used in rigging and equipping a ship already in existence and afloat.

The contract being maritime, and the local law giving a lien for the price of the materials, it may be enforced in the admiralty. The Lottawanna, 21 Wall. 579.

But admitting the maritime nature of the contract and the lien of the libellants, the claimant further objects that they cannot maintain this suit because, it is alleged, the vessel is and has been in the possession "at all times during the construction thereof" [illegible] of this question, the case of *The* [illegible] [illegible] relied upon.

[illegible] a party may acquire [illegible] such as materials [illegible] it can be done without [illegible] the government of [illegible]. Also [illegible] may be [illegible] the authority of this case, [illegible] a lien upon this vessel [illegible] the progress of construction she was the property of the United States, [illegible] from the payment of [illegible]. For even upon that [illegible] the contractor, who was [illegible] to provide the labor and materials necessary for her construction [illegible], was, while so doing, the [illegible] of the United States. But it [illegible] material to consider in the question of possession, to know in whom was the ownership of the property, that matter [illegible].

[illegible] is what is a possession by the United States sufficient to protect or exempt the [illegible] from the process of the court and [illegible] from enforcing a valid [illegible] in the case of the [illegible]. The possession which [illegible] be an actual possession [illegible] not that mere constructive possession [illegible] by reason of [illegible] under circumstances favorable to [illegible] application. We are speaking now [illegible] which can only be changed [illegible] of the court by bringing the [illegible] into collision with the [illegible] if the latter should [illegible]. The possession of the government [illegible] some of its [illegible] in the sense of any [illegible] *of the government with the property, coupled with its actual* [illegible]. This, we think, is a sufficiently [illegible] of the *possession of property* [illegible] to prevent any unseemly [illegible] the court and the other departments of the government, and which is [illegible] the principle which exempts [illegible] and its possessions [illegible] of judicial process.

[illegible] in that case [illegible] to the United States, in [illegible] carrier to whom it [illegible] by an agent of the United States to transport and deliver to another [illegible] not in the possession of the United States, and was therefore liable to be seized in a suit to enforce a lien against it for [illegible]. In considering this question of possession the court also say, that the absence in this country of any power in the officers of the government "to submit a case to the jurisdiction of the court as that exercised in England, seems to justify a liberal construction of the rule on which we are to act in *favor of the promotion of justice*;" in other words, that the absolute exemption of the property of the government from the lawful claims of the citizen is in its nature an odious and unjust rule, and therefore ought not to be favored by the courts.

Tried by the light of the circumstances and the rule in the case of *The Davis*, I am unable [illegible] ground it can be claimed that the United States was ever in possession of this vessel. The contract is the test and measure of the relations and rights of the respective parties. Under it the superintendent was not a "*person charged on behalf of the government with the control of the property*," but only with the duty of being present and inspecting and rejecting or approving the material provided by the contractor for the construction of the vessel, for which purpose the contract provides that he shall have "full access to the work and full facilities for the inspection" of the same. Beyond this the contract gave him no authority or control, and this is not possession nor anything which savors of it. And if, in fact he acquired any possession not authorized by the contract and his instructions, such possession would not be that of the United States, but the possession of a stranger and possibly a trespasser. The possession necessary to exempt the property from the process of the court must be *rightful*—according to law—and it is not shown how such a possession can exist without a general or special property in the thing, being in the government at the same time.

By the terms of the contract the vessel was the property and in the possession of the contractor until completed and delivered to the United States, after a successful trial trip at sea for 24 hours. During this period she was under the control and at the risk of the contractor. If she was destroyed by fire or even sank at sea in a storm while making her trial trip, there would be a failure to perform the contract, and the loss would fall upon the owner, the Oregon Iron Works. Thompkins v. Dudley, 25 N. Y., 272, and the cases there cited.

But in case of the failure of the contractor "to fulfill the stipulations" of its part of the contract, it is provided that "the secretary of the treasury is authorized" to direct the purchase "of all the necessary materials and cause the construction and equipment of the vessel to be completed" as provided in the contract, and at the expense of the contractor. And now it is claimed that the Iron Works, having given notice on November 1, of its inability to further proceed with the contract, that the vessel is, by reason of that fact, in the possession of the United States since that date.

The United States is not bound in case of the failure of the contractor, to take possession and complete the vessel. It has the option; and it may do so or it may elect to rely upon its bond or the liability of the contractor or both. Up to the time of the seizure, it had done nothing towards the exercise of this option. Its officers and employes continued in the same position and relation to the property from the time of the suspension of the contractor to the seizure, that they had before. Nothing was done towards the completion of the vessel, and the superintendent had no instructions from the secretary to take possession and proceed with the work, and therefore he was not authorized to do so, and did not. When the secretary was advised of the seizure he telegraphed to the superintendent substantially to get possession of the vessel and complete her under the terms and contract with the Iron Works.

It is claimed by counsel for claimant that the statements in these telegrams are not to be treated as an admission by the United States that it was not then or had not been in the possession of the property, but rather as an assertion that it had been deprived of its possession by the process of the court, while instructing its officer to get it back again. The explanation is ingenious and plausible, but I think the more reasonable inference from all the facts, is that the Secretary did not consider that the vessel had yet been in the possession of the United States. If the instruction had been given upon the theory assumed by counsel, the language of it would more likely have been, not simply—"get the possession"—"get the legal possession"—but, "get *back* or *regain* the possession." But, be this as it may, the mere assumption or impression of the secretary, that the United States was in possession would not make it so in fact. So far as appears from the evidence, the United States by these telegrams first attempted to exercise its option under the contract and take possession and complete the vessel. But in the meantime she has been taken possession of by the marshal under the process of this court as the property of, and in the possession of the Iron Works, at the suit of citizens who have a valid and subsisting lien upon her for materials used in her equipment and furnished by them at the request of the builder while she was in the possession of the latter, and doubtless upon the faith of such security. If under these circumstances the United States desires to get possession of the vessel for the purpose of completing her and protecting its interests therein, it is meet and right, and so is the law, that it shall first satisfy this lien of the libellants.

But even supposing that the United States had exercised its option before the seizure herein and was then engaged in completing the vessel under the contract with the Iron Works, I do not think its possession would be sufficient to defeat this suit. As against the libellants its possession, it appears to me, would be merely that of the Iron Works, for whom and on whose account it was finishing the vessel in a certain contingency expressly provided for in the contract.

It would not be the owner of the vessel or have any other right or interest therein than it had before exercising such option. It would complete the vessel at the expense of the Iron Works, even if it cost more than the stipulated price, and the latter and its bondsmen would be liable for the excess. By exercising such option it would not thereby accept the vessel or be bound to accept it when completed unless it proved satisfactory upon the final trial trip. Of course, in undertaking to complete the vessel for the Iron Works it would be bound to exercise ordinary skill and diligence in the care of and work upon the property, and could not rightfully refuse to accept it for any cause which was the result of its own negligence or want of skill. But subject to this limitation, the vessel would be at the risk of the contractor until received, and be subject to be rejected if it did not in all respects come up to the requirements of the contract.

Under these circumstances it seems to me impossible in the nature of things that the United States can be at the same time the owner of the vessel or in the possession of it, otherwise than as the agent and representative of the Iron Works.

There must be a decree for the libellants.

Cyrus A. Dolph and *Charles B. Upton*, for the libellants.

Rufus Mallory and *W. Lair Hill*, for the United States.

FINANCE AND COMMERCE.

Financial.

TUESDAY EVENING, JAN. 2, 1876.

Gold in New York, 107½.

Legal Tenders in Portland—buying 92; selling 93.

Silver Coin—buying, 94; selling, 96.

The principal feature in local financial circles is the finishing up of the old year's business and preparation for future operations. The year begins with a fair supply of capital both in reserve and in general circulation, and thus far the auspices are favorable for a large volume and general activity in trade matters for the remainder of the winter and spring season. Without the intervention of some disturbing element now unforeseen, the course of trade is likely to flow on quite smoothly for some weeks to come, and though there are no indications of especially great activity, the aggregate volume of transactions in financial and commercial circles are fully up to the average of corresponding periods in former years. We note no change in the usual rates for loans and discounts at the city banks. First-class commercial paper is not plentifully offering and meets with a good deal of favor. Real estate mortgages on eligible property are also quite readily accepted on the customary terms, and, altogether, borrowers who proffer the required securities are able, with but little difficulty to secure all needed accommodations.

Correction.

By an inadvertence in making up the table of flour exports to Europe, in our New Year's edition, an error occurred which is provoking, though the careful reader would detect it at a glance. The footings which showed the total number of barrels and total value were transposed, and should have shown whole number barrels shipped to Europe, 140,278, of the value of $711,419.

The Wheat Market.

The new year opens with a good deal of uncertainty prevailing in the market in regard to wheat and flour. Prices are unchanged in the local market but some signs of weakness are manifested. A few transactions are reported at about the same figures which prevailed last week, but the tendency is evidently downward on account of European intelligence, which will be found elsewhere in this paper. As the market stands at present, buyers are only taking the offers sufficient to supply their immediate wants, and, in fact, but little more than is necessary for this purpose is now on the market for sale. The fact is becoming more nearly apparent than before that the bulk of the surplus has changed hands already, and some shippers claim that 50,000 tons is rather above than under the quantity yet for sale in the State. As an offset to the slightly weakening tendency in the price of breadstuffs, the river transportation on the Upper Wallamet has also made a turn in favor of shippers, and freights have receded a very considerably figure. The growing scarcity of produce in the interior for shipment and opposition in the carrying business are assigned as the causes of the reduction. The current quotations for wheat to-day are $2@2 05 per cental, with an unsteady market, and some buyers off at the maximum figures.

Shipping Intelligence.

The steamship Ajax will be due at San Francisco to-morrow.

The Br bark Loch Fergus, Capt Cann, has cleared for Queenstown with a full cargo of wheat.

The following vessels are being loaded with grain and flour, and will have quick dispatch: bark Alice Davis, Eden, Adele, Sabina, Cashmere, Lowmount and Glencoe.

The Br ship City of Cashmere, Capt. Boyce, has cleared for England with a cargo of wheat.

We learn that the Br ship Flecheso, which arrived at Astoria last week has been ordered back to Valparaiso in ballast and has probably sailed.

Liverpool Grain Market.

LIVERPOOL, Jan. 2.—Wheat, 310,000 quarters; corn mixed, 140,000; flour, 23,000 barrels, 7,000 sacks. Receipts wheat the last three days, 62,000 quarters, American 51,000.

San Francisco Markets.

[BY TELEGRAPH.]

SAN FRANCISCO, Jan. 2.—Flour—Extra jobbing, at $6 25@7 25, payable in silver.

Wheat—Cargo lots held firm at $2 25; small lots of shipping difficult of sale at $2 20; millers are obliged to pay from $2 20 to $2 25 for selected parcels.

Barley—Feed, $1 15@1 20; brewing, $1 25@1 30.

Oats—$1 60 to $2 for all kinds feed.

Potatoes—40c to $1 for all kinds.

Hay—Cargo lots, $10@17.

Dairy products—fresh roll butter, 30@35c; cheese, 13@28c; fresh laid Cal. eggs, 40c.

Gold—107.

Legal Tenders—93¼@93⅝.

Trade dollars, 103⅛@101¼; halves, 93¼@94¼.

Liverpool wheat market to-day, 11s@11s 3d for average California; 11s 2d@11s 8d for club.

Shipping Intelligence.

[BY TELEGRAPH.]

SAN FRANCISCO, Dec. 31.—Arrived—Bk Caroline Reed, Port Blakely; brig Levi Stevens, Seattle; ship Coquimbo, Port Madison; bk Oakland, Port Madison; bk Lizzie Williams Seattle.

Sailed—Bktn Tam O'Shanter, Astoria; bk J. B. Bell, Seattle; bk King Philip, Port Gamble; bk Samoset, Tacoma.

SAN FRANCISCO, Jan. 2.—Arrived—Russian gunboat Vastock, Vladivostock; stmr Empire, Coos Bay; stmr Dakota, Victoria; stmr Geo. W. Elder, Astoria.

Sailed—Bktn Melancthon, Nanaimo; Osmyn, Seattle; bk Oak Hill, Port Blakeley; Br bk Parknook, Liverpool.

EXPORTS.

Per Br. bark Loch Fergus, dispatched by Corbitt & Macleay, Jan. 1st to Queenstown—28,570 centals of wheat, valued at $59,680.

Per Br. ship City of Cashmere, dispatched Jan. 1st by Allen & Lewis, to Queenstown for orders—30,009 centals wheat, valued at $60,018.

BANKS.

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THIS SAVINGS BANK

Receives deposits from $2 and upwards, either for short or long periods at fixed rates of interest.

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1. The Bank's $300,000 capital specially subscribed and pledged for security of depositors' moneys, in order that all losses (if any) shall be made therefrom, and

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Hours—10 to 3 P. M. Saturdays, 10 to 1; open on Saturday evenings from 7 to 8 (for receiving deposits only. For further information apply to

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This Bank transacts a General Banking business. Deposits received on current account, subject to check.

Interest allowed on Time Deposits at six per cent (6 pr ct) per annum for periods of three months and upwards.

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Commercial Credits granted, available in Europe New York, China, Japan, South America, Australia and New Zealand.

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(Sight and Telegraphic,) for sale on

SAN FRANCISCO, NEW YORK,
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Bills of Exchange,

Drawn in the usual way, or any sum desired, on

LONDON, HONG KONG,
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Cashier.........JAMES STEEL.

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INTEREST ALLOWED on Time Deposits of Coin.

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SIGHT EXCHANGE AND TELEGRAPHIC TRANSFERS payable in Coin or Currency for sale on NEW YORK, SAN FRANCISCO, CHICAGO, ST. LOUIS.

SIGHT OR SIXTY DAY BILLS drawn in sums to suit, direct on

LONDON, PARIS,
BERLIN FRANKFORT-ON-THE-MAIN

THE RETAIL BANK, Limited.

THIS BANK CAN GIVE SATISFACTORY REFerences from leading men of Oregon that whatever security is guaranteed to depositors through the Capital Stock being limited is vouchsafed to the public in our case in its fullest sense.

Other than the above we can only refer the people of Oregon for reference to the fact that "we still live," and the further fact that according to the laws of Oregon, not only our bank assets (including office fixtures) are pledged for the payment of our liabilities, but every dollar of our private fortunes are liable to the bank creditors, and said private fortunes, too, are "limited." A friend suggests that our office fixtures are "limited" but he is trying to "bear" our credit, and we warn you against him.

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Oregon & California R. R. Co

To Take Effect Sunday, Sept. 17, 1876, at 12 o'clock Noon.

DAILY (EXCEPT SUNDAY),

As follows:

PORTLAND AND ROSEBURG

LEAVE.		ARRIVE.	
Portland	7:30 A. M.	Roseburg	[illegible]00 P.M.
Roseburg	5:00 A. M.	Portland	4:[illegible] P.M.

ALBANY EXPRESS TRAIN.

DAILY, (EXCEPT SUNDAYS)

As follows:

LEAVE.		ARRIVE.	
Portland	3:50 P. M.	Albany	8:25 P. M.
Albany	5:30 A. M.	Portland	10:05 A. M.

FREIGHT TRAINS

DAILY, (EXCEPT SUNDAYS) AS FOLLOWS

LEAVE.		ARRIVE.	
Portland	6:15 A. M.	Junction	6:00 P. M.
Junction	5:45 A. M.	Portland	5:45 P. M.

The Oregon and California Railroad Ferry makes connection with all Regular Trains.

Close connections are made at ROSEBURG with the Stages of the Oregon and California Stage Company.

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Cor. F and Front Sts., at Ferry Landing

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Storage will be charged on freight remaining in Warehouse over 24 hours.

Freight will not be received for shipment after 5 o'clock P. M.

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Northern Pacific Railroad.

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KALAMA TO TACOMA.

DAILY, (SUNDAYS EXCEPTED.)

LEAVE.		ARRIVE.	
Kalama	11:20 A. M.	Tacoma	5:30 P. M.
Tacoma	6:30 A. M.	Kalama	12:30 P. M.

CONNECTIONS

At Kalama with O. S. N. Co.'s Boats for all points on Columbia River.

At Tenino with stages for Olympia.

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Connecting Tri-Monthly with Pacific Mail Steamship Co.'s Steamers from VICTORIA to SAN FRANCISCO.

Through fare from Portland to San Francisco:
Cabin.........$25 00 | Steerage.........$12 00

Through Tickets for sale at the office of the O. S. N. Co., Portland, Or.

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THE BEST ON THE PACIFIC COAST AND THE only one in Portland with

Four Elegant Parlors Attached

For the use of Families and Private Parties.

Whatever Delicacies the market affords will be found at this place. Ladies will find the most convenient place to lunch while out shopping, where they will have the most polite attention.

Eastern Oysters a Specialty.

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ON AND AFTER THIS DATE THE RESTAURANT connected with this House will be conducted by the Proprietors.

Nothing will be left undone to make guests feel at home, and by strict attention to business we hope to continue the very liberal patronage heretofore bestowed on this popular House.

Free Coach to and from the House.

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Private Rooms for Ladies, Gentlemen or Parties Orders out of the house promptly attended to

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Board and Lodging, per week.........$5 50
Board per week......... 4 50
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The Table will always be supplied with the best the market affords.

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THREE KINDS OF MEAT FOR DINNER; also for Breakfast and Supper. Ham and Eggs every other day, with plenty of hot tea and coffee for dinner, water if you call for it, with fresh rolls and cakes in abundance. Now's your time to get the rinkles out of your bellies after the hard winter

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Will leave the Company's Wharf at Foot of F street for the above port on

SATURDAY, JANUARY 6, 1877,
At 6 o'clock A. M.

For Freight or Passage apply at the Office of the Company, corner F and Front streets.

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Through Tickets sold to China, Sandwich Islands, Australia, New Zealand, Panama and New York.

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STEAMERS leave PORTLAND from the Central Wharf, between Washington and Alder streets, as follows:

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FOR ASTORIA—Daily, (except Sunday,) at 6, A. M.

For Cathlamet, Bay View and Skamockaway—Monday, Wednesday and Friday, at 6 A. M.

For Westport, Clifton and Knappa—Tuesday Thursday and Saturday, at 6 A. M.

J. C. AINSWORTH, President.

"CITY OF SALEM"

Will Leave Pacific Wharf for

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At 6 o'clock A. M.,

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WILL RECEIVE FREIGHT ON old F. S. Co. Wharf on and after Dec. 27th for

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WILL LEAVE FOOT OF ALDER STREET daily, Sunday excepted, at 2:30 P. M. Returning, leave Vancouver at 8 A. M.

For freight or passage apply on board.

Towing done between 10:30 A. M. and 2 P. M., daily, except Sundays.

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Highest Cash Price paid for Fat Hogs. d&w

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Stalls 26, 27 and 28 Central Market,

Dealer in all kinds of

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PACKER OF BEEF AND PORK.

Highest Price paid for all kinds of Fat Stock.

CHRIS. SCHLOTH,

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Is prepared to supply Fresh

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Free delivery to any part of the city.

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PORTLAND MARKET.

E. F. GARLING,

Cor. MORRISON and SECOND STREETS,

KEEPS CONSTANTLY ON HAND the best of all kinds of MEATS. All orders delivered in any part of the city Free of Charge. Also, KOSHER BEEF, VEAL AND MUTTON.

PORTLAND STREET RAILWAY.

The Street Cars

Will run hereafter until further notice from 6 A. M. until 8 P. M.

EVERY 10 MINUTES,

And from 8 P. M. to 11 P. M.

EVERY 20 MINUTES.

The EXACT TIME of passing the various points

Can be seen on the Bulletin Boards

Put up

AT THE CROSSINGS OF FIRST STREET

With Washington, Yamhill, Madison, Clay, Lincoln and Caruthers streets. Also, opposite all the Turnouts, at the Clarendon Hotel and Central Market.

W. H. ANDERSON, Sup't.

F. A. CHENOWETH,

Attorney-at-Law—Corvallis, Oregon.

CITY ADVERTISEMENTS.

Ordinance No. 1[illegible]

AN ORDINANCE TO PROVIDE FOR THE [illegible] and manner of improving that part of Pine street lying between Second and Fifth streets.

The City of Portland does ordain as follows:

Section 1. The purpose [illegible] improvement [illegible] part of Pine street [illegible] between the east line of Second street and the center line of Fifth street as petitioned for by the owners of more than two-thirds of the property adjacent thereto [illegible] be completed as hereinafter provided on or before the 15th day of January, 1877.

Section 2. The surface of the street shall be cleared of all timber, planks or other obstructions, (sidewalks of the property [illegible] and grade excepted.) If the obstructions are not removed within three days after notice from the superintendent of streets they shall be removed [illegible] and become the property of the contractor.

Section 3. The roadway shall be graded to the depth of 18 inches at the center of the street and 16 inches at the gutters.

Section 4. A foundation course of broken stone shall be spread evenly over the surface a thickness of 8 inches at the center [illegible] of the street, gradually diminishing to [illegible] inches at the gutter. The stone shall be broken [illegible] in the ground and shall not exceed 8 inches in greatest diameter. Upon the foundation course of broken stone a layer of gravel shall be evenly spread to a thickness of 3 inches at the center and 2 inches at the gutters, the street shall then be opened for travel for 10 days, when a second layer of gravel shall be evenly spread of such thickness as will bring the surface of the street to grade. The gravel layer shall be of good quality, free from cobbles or coarse gravel, the top course shall be of clean gravel, none of which shall be of more than 2 inches in diameter, and free from loam or other impurities except clean sharp sand.

Section 5. The contractor shall take entire charge of the work during its progress, and shall be responsible for any loss or accident resulting from carelessness or neglect.

Section 6. The improvements shall be completed to the satisfaction of the Committee on Streets and Public Property and the Superintendent of Streets.

Section 7. The Committee on Streets and Public Property are hereby authorized to advertise for, receive proposals and enter into contract with the lowest responsible bidder or bidders for the improvement specified in this Ordinance.

Passed the Common Council Dec. 20, 1876.

W. S. CALDWELL,
Auditor and Clerk.

Approved Dec. 22, 1876.

J. A. CHAPMAN,
Mayor.

d30c5t

Ordinance No. 1375

AN ORDINANCE TO PROVIDE FOR CORRECTing the Assessment Roll returned December 1, 1876, and suspend [illegible] the operation of certain portions of Ordinance No. 1113.

The city of Portland does ordain as follows:

Section 1. That the Committee on Ways and Means, the Auditor and Assessor [illegible] hereby authorized and directed to make such alterations and corrections to the Assessment Roll returned December 1, 1876, as will make the assessed value of lands, lots, and the improvements thereon, to conform as nearly as practicable to a fair cash valuation. That they allow such claims for reduction by reason of indebtedness as they may find the applicant duly entitled to; and that they report to the Common Council all claims for reduction on valuation of personal property which may be [illegible] for allowance or rejection.

Section 2. The Auditor is hereby directed to withdraw the notice [illegible] heretofore published as provided by Section [illegible] of Ordinance No. 1[illegible] "An Ordinance in relation to the Assessment and Collection of Taxes" [illegible] that upon the completion of the revision and correction of said roll, as provided by Section 1 of this Ordinance, the Auditor give notice to that effect that said Roll, as revised and corrected, will remain open to inspection and the filing of applications for correction of errors in such revised list for [illegible] days from the date of such notice; and further, that the operation of so much of Section 2 of said Ordinance No. 1113 requiring the filing of applications prior to [illegible] day of January be suspended [illegible].

Section 3. The provisions of [illegible] of said Ordinance No. 1113, requiring that all alterations and corrections be reported to the Common Council, is hereby suspended until the completion of the revision provided [illegible] Section [illegible] of this Ordinance, and shall [illegible] apply to the roll so revised, except as herein provided.

Passed the Common Council Dec. [illegible], 1876.

W. S. CALDWELL,
Auditor and Clerk.

Approved Dec. 2[illegible], 1876.

J. A. CHAPMAN,
Mayor.

d3d

[illegible] Street.

NOTICE IS HEREBY GIVEN THAT THE assessment made by Ordinance No. [illegible] for the improvement of [illegible] street in the manner provided by Ordinance No. [illegible] on each of the following described lots of land [illegible] upon that part of [illegible] street lying between the center line of [illegible] and [illegible] street, as [illegible] liable for a proportionate share of improving the intersections of streets running at right angles therewith, is due and payable at the office of the City Treasurer, in United States gold and silver coin, and unless paid within fifteen days from the date hereof, the Common Council will order warrants issued for the collection thereof.

Block.	Lot.	Owner.	Amount.
N ½ A		W. F. [illegible]	[illegible]
N ½ B		[illegible] Corbett	[illegible]
N ½ E		[illegible]	[illegible]
NW ¼		[illegible]	[illegible]
268	5 and 6	Wm. Kaeler	[illegible]
E ½	B	[illegible] Johnson	[illegible]
S ½ B	5	C. A. Cotter	[illegible]
		[illegible] Huntington	[illegible]
SE ¼	G	[illegible]	[illegible] 44
SW ¼	G	[illegible] Cone	[illegible] 64
[illegible]		J. W. Ryan	29 70
SW ¼	Y	W. P. [illegible]	[illegible] 50
			[illegible] 71

By order of the Common Council.

W. S. CALDWELL,
Auditor and Clerk.

Dec. 1[illegible], 1876. d25d 10t

[illegible] Street.

NOTICE IS HEREBY GIVEN THAT THE assessment made by Ordinance No. [illegible] for the improvement of Hall street in the manner provided by Ordinance No. 1[illegible], on each of the following described lots of land fronting upon that part of Hall street lying between [illegible] and Front street, as well as those liable for a proportionate share of improving the intersections of streets running at right angles therewith, is due and payable at the office of the City Treasurer, in United States gold and silver coin and unless paid within fifteen days from the date hereof, the Common Council will order warrants issued for the collection thereof.

Block.	Lot.	Owner	Amount.
Park 17	1 and 2	City of Portland	$ 1 56
198	7 and 8	Bachman & Coombs	[illegible] 20
192	7 and 8	John [illegible]	[illegible] 24
159		[illegible] Church	26 64
"		Simons [illegible]	[illegible] 00
"	1 and 2	Wm. [illegible]	[illegible] 84
155	1, 7	John Proctor	7 44
140		Geo. J. Wise	18 50
121	W 90	W. B. [illegible]	[illegible] 70
121	E 10	[illegible]	[illegible]
			[illegible] 92

By order of the Common Council.

W. S. CALDWELL,
Auditor and Clerk.

Dec. 25, 1876. d25d 10t

Market Street.

NOTICE IS HEREBY GIVEN THAT THE assessment made by Ordinance No. 1[illegible] for the improvement of Market street in the manner provided by Ordinance No. 1[illegible], on each of the following described lots of land fronting upon that part of Market street lying between [illegible] and Sixth streets, as well as those liable for a proportionate share of improving the intersections of streets running at right angles therewith, is due and payable to the Treasurer of the city of Portland, in United States gold and silver coin, and unless paid within fifteen days from the date of this notice, the Common Council will order warrants issued for the collection thereof.

Block.	Lot.	Owner.	Amount.
164	2 and [illegible]	A. Walz	[illegible] 65
"		Andrew Tanner	[illegible] 80
			[illegible] 15

By order of the Common Council.

W. S. CALDWELL,
Auditor and Clerk.

Dec. 25, 1876. d25d 10t

South Second Street.

NOTICE IS HEREBY GIVEN THAT THE Common Council of the City of Portland propose to improve South Second street from the center line of Sherman street to the center line of Sheridan street by grading, laying sidewalks and crosswalks.

W. S. CALDWELL,
Auditor and Clerk.

Dec. 25, 1876. d25 10t

Third Street.

NOTICE IS HEREBY GIVEN THAT THE COMmon Council of the City of Portland propose to change the grade of Third street at its intersection with Stark street from 22 feet to 24 feet, and at its intersection with Oak street from 22 feet to 23 feet above the base of grades.

W. S. CALDWELL,
Auditor and Clerk.

Dec. 30, 1876. d30 10t

Jefferson Street.

NOTICE IS HEREBY GIVEN THAT THE Common Council of the City of Portland propose to improve Jefferson street from the center of Seventh to the center of Twelfth streets by repairing the roadway at the expense of the property benefited.

W. S. CALDWELL,
Auditor and Clerk.

Dec. 30, 1876. d30d10t

The Great Prune for Oregon.

The Petite d'Agen.

THESE PRUNES MAKE A VERY SUPERIOR Dried Fruit, and are prodigious bearers. Trees bear very young. We introduced in Oregon, they have been very successful and are the popular Prune for drying in California, commanding the highest price in the market.

I have a few Yearling Trees, more than I want. They have been well cultivated on good hill soil, and have made fine and healthy growth. Inquire of D. J. MALARKEY, [illegible] street, Portland, or to

de3w2md&t P. BRADFORD.

PACIFIC WOOD YARD,

FOOT OF MAIN STREET,

ALL KINDS OF WOOD CONSTANTLY ON hand, sawed and unsawed, and delivered to any part of the city. R. R. RILEY.

SAN [illegible]

N. W. SPA[illegible]

Saw-Building & [illegible]

ESTABLISHMENT.

[illegible] and 19 Fremont [illegible] tween Front and [illegible]

SAN FRANCISCO.

J. W. SPAULDING'S [illegible] inserted in circular [illegible] REPAIRING, in all [illegible] ming, Re-Toothing [illegible] CIRCULAR SAWS [illegible] Muley, Gang, [illegible] kinds, together with [illegible] hours at lowest [illegible]

Cast-Steel faced [illegible] ING CUTTERS [illegible] short notice.

N. B.—KNAPP [illegible] mission Merchants [illegible] authorized Agents [illegible]

Orders sent through [illegible] wise filled at same [illegible]

To the [illegible]

Seminal [illegible]

VOL. XVI.—NO. 288.

POLITICAL.

Mr. Wheeler Visits Gov. Hayes.

New York, Jan. 3.—The *Times'* Washington special says: The announcement is made that Wheeler, Vice President-elect, will make a visit to Gov. Hayes this week or next and remain with him some time.

What Mr. Wheeler Thinks.

A *Herald* reporter interviewed W. A. Wheeler now stopping in New York, upon the subject of a compromise. Wheeler said an endeavor is absurd. The independence of the American people cannot be bartered. How can the constitutional requirements be for[illegible] settled by agreements or bargains. Wheeler [illegible] declared he believed he was elected [illegible] would yield peacefully if it was otherwi[illegible]. Touching Oregon, he said it is [illegible] worthy of serious consideration. The fact [illegible] Grover's certificate shows three Republica[illegible] electors were chosen by the people, and tw[illegible] having a majority, they should legally fill th[illegible] vacancy by the appointment of another.

[illegible] Government.

New York, Jan. 2.—A Washington spec[illegible] [illegible] from a member of the [illegible] committee in Louisiana, [illegible] Democrats have determined to inaugura[illegible] [illegible] up an independent government [illegible] refuse to recognize the Kellogg-Packar[illegible] government. They will appoint a [illegible] [illegible] collect taxes, etc.

[illegible]

The *New Springfield* (Ill.) special this [illegible] there is no reasonable doubt, judging of [illegible] of the Illinois legislature to-day, of th[illegible] election of Logan to the Senate.

Electoral Votes Deposited.

Washington, Jan. 2.—The electoral vote[illegible] [illegible] and California were [illegible] with President pro tem Ferry, to-day. T[illegible] messengers received proper receipts fro[illegible] Ferry.

Orton Reported in Contempt.

New Orleans, Jan. 3.—The House [illegible] by a party vote, reported President Orto[illegible] of W. U. Telegraph company, to the Hou[illegible] as in contempt in refusing to answer [illegible] [illegible]. The House committee [illegible] taking witnesses relative to the general char[illegible] of the campaign.

The [illegible] Witness Arrested.

Washington, Jan. 2.—Barnes, W. U. Te[illegible] graph manager at New Orleans, was before t[illegible] [illegible] of the House as a recusant witness [illegible] [illegible] but the hearing was postponed [illegible] at the request of [illegible]

The New Election Scheme [illegible]

New York, Dec. 2.—The *Tribune's* [illegible] special says: Just now the fav[illegible] solution of the Presidential complication is [illegible] a new election next fall, and to allow [illegible] of the Senate, whoever he [illegible] after the 4th of March, to administer [illegible] *ad interim*. This is to be brought [illegible] [illegible] at the capitol by Democrats [illegible]. The *World's* Washington special [illegible] this partly, and says if a new [illegible] Hayes will not be thought of, but [illegible] probably be [illegible]. The *Tribune's* Washington dispatch [illegible]: The party which becomes [illegible] will be held responsible for the [illegible] prostration of business which another [illegible] campaign would involve. The business [illegible] of the country will likely [illegible] refusing their support. Should [illegible] [illegible] however, [illegible] whether they would carry out [illegible] programme. At present most [illegible] appear to think they could, but there [illegible] feeling that the manifest attempt to [illegible] the count so as to prevent its completion would be a violation of the mandatory [illegible] of the constitution that the votes [illegible] be counted, and inasmuch as the constitution provides all rules, it would be the duty [illegible] the President of the Senate to interfere [illegible] debate, and order the count to procee[illegible]

Getting Ready for Trouble.

New York, Jan. 2.—The radicals are [illegible] paring for the possibility of their being [illegible] [illegible] possession of the Louisiana [illegible] vote by throwing intrenchments in the [illegible] of Mississippi. They broke ground [illegible] by sending the U. S. marshal of the South[illegible] ern district of Mississippi, (Mr. Lake,) to [illegible] Attorney-General, with a report of the [illegible] dition of political affairs in the latter [illegible] Marshal Lake expressed to the Attorn[illegible] General as his opinion that with a fair [illegible] election, Mississippi would have [illegible] electoral vote for Hayes and Wheeler [illegible] least 25,000,—a majority, in his opinion, [illegible] precedented. The so-called Democratic majori[illegible] in Mississippi is made apparent by [illegible] tion, intimidation, fraud and violence. [illegible] does not believe the reported Democratic [illegible] jority of 5,700 is anything like a fair [illegible] sion of the will of the people of that [illegible]

Severely Criticised for Telling the Tru[illegible]

New York, Jan. 2.—The report [illegible] the Congressional sub-committee of [illegible] mission which went to South Carolina, [illegible] by Sayler and Abbott, giving the [illegible] Hayes, has been severely criticised by th[illegible] brother Democrats in the House. Many [illegible] them are much disappointed at the [illegible] adopted.

Better Feeling.

New York, Jan. 2.—The *Herald's* Washin[illegible] ton special says that the temper of both [illegible] this is getting better. Bayard and Lamar [illegible] emphatically deny they would refuse suppli[illegible] Hayes if the latter is elected. Lamar [illegible] such action would be unconstitutional, [illegible] justifiable and a revolutionary proceeding.

David Dudley Field Elected to Congr[illegible]

New York, Jan. 2.—David Dudley F[illegible] was to-day elected to Congress from the [illegible] tenth New York district, to fill the vaca[illegible] caused by the resignation of Smith Ely, [illegible] His majority over Goetz, Republican, [illegible] 2,440.

Vance Inaugurated, Political [illegible]

Raleigh, N.C., Jan. 1.—Vance was [illegible] inaugurated to-day, and his address [illegible] applauded; he said the situation was [illegible] tremely critical and its reliance was only [illegible] the patriotism and moderation of Congre[illegible] If no peaceable solution was accomplish[illegible] and the threatened inauguration was [illegible] tempted of a man not fairly elected, either [illegible] majority of the American people will [illegible] submit to great wrong, involving destruc[illegible] of the constitution, or there will be a resort [illegible] violence. The interest of North Carolina [illegible] the Southern States demanded peace and [illegible] they should not be forward in this matter [illegible] common with the constitutional party, [illegible] loss of the the constitutional men of the Na[illegible] we think we have fairly elected our candidat[illegible] for President; upon that party and not [illegible] ourselves devolves the propriety, and the d[illegible] of taking the needed steps towards preservi[illegible] the rights of the majority, but let it not [illegible] supposed that we are indifferent to their [illegible] tion, or decline to come to the front beca[illegible] less entitled to do so than others; blasted [illegible] have been by the desolation of war, purge[illegible] by the fires of revolution, [illegible] sobered by public calamity and priv[illegible] sorrow as we have been, we yet cherish a lo[illegible] of liberty in our hearts. As the mouthpi[illegible] of more than a million of people, I believ[illegible] can with propriety say that North Caroli[illegible] may confidently be relied upon to sust[illegible] that portion of the people of the United St[illegible] which shall be convinced that it is strugg[illegible] for the constitution, laws and public just[illegible] On the one hand we do not wish it to be [illegible] derstood that we are ready or willing to [illegible] bark in revolution, nor on the other ha[illegible] that we are willing quietly to submit to [illegible] outrage that plays a force directed by pa[illegible]

Perturbation Among the Democrats.

Washington, Jan. 3.—Democrats here [illegible] much disturbed by the fact that the De[illegible] cratic Senate of Louisiana, in organizing [illegible] Monday, recognized Gov. Kellogg by send[illegible] a committee to him. This recognition [illegible] sarily is a powerful argument to invalid[illegible] the electoral vote of Louisiana certified [illegible] McEnery, said certificate depending for [illegible] validity solely on the proposition that [illegible] Enery, not Kellogg, is the rightful Govern[illegible]

Morning Oregonian.

—NO. 287. PORTLAND, OREGON: WEDNESDAY, JANUARY 3, 1877. PRICE—TEN CENTS.

[illegible]AL.

[illegible] Weaken.

The Tribune's Washington [illegible], instead of [illegible] assert they have, [illegible] gained confidence [illegible] are desperately claim[illegible] among these, that [illegible] negatively in the Senate, [illegible] with the [illegible] Proctor Knott [illegible] matter he will do [illegible] to oppose Tilden, with stories of [illegible] regarded and de[illegible] stupid inventions.

[illegible] Must be [illegible]

[illegible] interview with [illegible] the opin[illegible] election must be held

[illegible] Hampton's

[illegible] special says: [illegible] general [illegible] meagre num[illegible] possible. By [illegible] as ill[illegible] position [illegible] to speak for that [illegible] attitude as[illegible] under the cir[illegible] and Lamar [illegible] in their relief [illegible] to the [illegible] of the [illegible] Washington.

[illegible] Election

[illegible] correspondent [illegible] who considers [illegible] will be no

[illegible] Carolina.

[illegible] Harrington [illegible] South Carolina, [illegible] which [illegible] Perry. Baxter, [illegible] Secretary [illegible] of that State [illegible], and [illegible] incensed.

[illegible] Papers.

[illegible] cer[illegible] in Louisiana [illegible] to Senator [illegible]

[illegible] commit[illegible] another [illegible] say [illegible] meeting. [illegible] that [illegible] towards [illegible]

[illegible] delivered [illegible]

[illegible] arrived [illegible] votes. [illegible]

[illegible] Grover of [illegible] to-night, [illegible]

[illegible] Grover [illegible] engaged a [illegible] inauguration.

[illegible] before the [illegible] mile[illegible] sub[illegible] paid only, per [illegible] have [illegible] committee's [illegible] although [illegible] of the [illegible] from 9 cents

[illegible] Petition for [illegible]

[illegible] cabinet to-day [illegible] petition of the [illegible] government [illegible] government [illegible] here to [illegible] properly. [illegible] The cabinet [illegible] to troops in the [illegible]

[illegible] caucus [illegible] for speaker [illegible] elected. [illegible] Lake F.

[illegible] convened [illegible] his ad[illegible]

[illegible]'s Albany [illegible] inauguration [illegible] friends from New [illegible] company [illegible] to the certainty [illegible] Washington [illegible] the governor [illegible] to be checked

[illegible] was [illegible] Tilden in a con[illegible] been his [illegible] administra[illegible] the intol[illegible] the insti[illegible] civil service [illegible] training and [illegible] had been [illegible] believ[illegible] a prospect of [illegible] could be [illegible] the re[illegible] systems de[illegible] half new reme[illegible] enacted, the pris[illegible] preliminary to [illegible] are the valu[illegible] even more [illegible] official conduct [illegible] ideas, mo[illegible] surround officia[illegible] the public sus[illegible] is disappearing [illegible] a brief, the ex[illegible] of State have [illegible] efficient, not [illegible] for capacity and [illegible] Genuine reform in [illegible] realized, which [illegible] of any mere sys[illegible] without effective [illegible] the actual

[illegible] thanking Tilden for [illegible] returning the com[illegible] from his po[illegible] of the whole coun[illegible] him by an em[illegible] the highest place [illegible] that the im[illegible] mentioned as his [illegible] by him, and ex[illegible] would continue these [illegible] principle laid down [illegible] inauguration, and [illegible] renew their vows of [illegible] oath was then ad[illegible] and Lieut.-Gover[illegible]

[illegible] Court Case.

[illegible] The Times' Tallahassee [illegible] of the Supreme [illegible] the court con[illegible], and that the [illegible] reassembled with [illegible] and count votes, [illegible] the returns and pre[illegible] on file and hear [illegible] is that the court [illegible], which was thrown out on account of the falsity on its face. Still another that the court will signify its satisfaction with the board's return, and order Secretary of State McLin to issue a certificate of election to Drew.

TALLAHASSEE, Jan. 2.—The supreme court met yesterday, but did not consider the paper filed by the board of canvassers on the 27th ult. as such an answer to their peremptory writ as the court could accept. It was returned to the Secretary of State, and the court ordered the board to answer by 4 o'clock, canvassing the vote for Governor and omitting in their return any votes cast for any other office, as the rights of Presidential Electors and members of Congress were not matters before the court. The board made return at 5 o'clock, when counsel for relator asked and was granted until to-day to examine the returns, and court adjourned.

"Gov." Hampton Issues an Address.

COLUMBIA, Jan. 2.—Gov. Hampton has issued an address calling upon all faithful, law-abiding and loyal citizens, who desire to maintain the government of their choice, to come forward promptly and pay ten per cent. of the amount of taxes paid by them last year. Gov. Hampton says it is for the people of South Carolina now to determine whether they will support the government they have installed, or the attempted usurpation, which is only upheld by bayonets of federal troops.

GENERAL NEWS.

Mayor Ely Installed.

NEW YORK, Jan. 1.—The new city government went into office to-day. Mayor Ely's inaugural address details at some length the condition of municipal affairs and counsels abstention from any increase of the city debt, but suggests, in view of the unusual severity of the weather, a provision of means for the relief of the destitute.

The Tammany Thieves Still in Trouble.

NEW YORK, Jan. 2.—Counsel informed Judge Westbrook, in the Supreme Court to-day, that prosecution stipulates not to arrest Peter B. Sweeney in case he comes over from Paris and attends the trial of the civil action against him for $7,000,000, and he has telegraphed he will attend. Mrs. Sweeney being enfeebled in health, and the season inclement, the case was adjourned.

Advance of Freight Charges.

CHICAGO, Jan. 2.—The managers of the trunk lines have decided to advance rates on grain and fourth class freight between here and New York five cents. The rates take effect to-day.

Railroad Accident.

RUTLAND, Vt., Jan. 1.—Several workmen on a snow plow were injured by a collision with the mail train on Rutland railroad.

Fatal Collision.

QUINCY, Ill., Jan. 1.—A collision between the Chicago, Burlington & Quincy and Toledo, Wabash & Western trains in the northern part of the city, killed the engineer and fireman on the latter, and probably on the former. No passengers injured.

Snow Storm in the South.

NEW ORLEANS, Jan. 1.—A sleet and snow storm last night extended as far south as Osaka. Two feet of snow fell at Jackson and Vicksburg, a foot of snow at Monroe and four inches at Osaka, delaying trains and breaking down telegraph wires and interrupting communication.

Storm in Vermont.

BENNINGTON, Jan. 1.—A terrible wind storm Saturday did great damage, the loss amounting to fully $25,000. The spire of the Baptist church was blown over, and the greater portion of the knitting mill of A. L. Vallentine was demolished by the falling of the large chimney. Numerous houses and barns were wrecked.

Snow Storm in New York.

NEW YORK, Jan. 1.—Full a foot of snow fell to-night.

Snow-Bound in Virginia.

RICHMOND, Va., Jan. 2.—Fourteen to twenty inches of snow in the Western part of the State. Trains are snow-bound on most of the roads.

Fire.

WILMINGTON, Del., Jan. 1.—Wm. Bright's axle manufactory and six adjoining buildings were burned; loss, $25,000.

NEW YORK, Jan. 1.—Kreischer's pottery manufactory, on Staten Island, was burned on Sunday; loss $100,000; no insurance. Fifty workmen are temporarily unemployed.

A Good New Year's Day's Work.

CHICAGO, Jan. 1.—Moody this morning obtained subscriptions to the amount of $10,000 from personal friends of the late P. P. Bliss, who with his wife perished in the Ashtabula railroad accident. This sum will be put out at interest for the benefit of the two sons of these honored citizens of Chicago.

A Penny Collection Suggested by Mr. Moody.

CHICAGO, Jan. 2.—Mr. Moody suggested that every Sunday school in the country take a penny collection, on Sunday, January 14th, for the maintenance, education and benefit of the children of Mr. and Mrs. Bliss, and for the erection of a monument to the memory of the sweet singers to whom all our Sunday schools are so deeply indebted. The money should be sent to Henry Field, treasurer, Chicago.

Great Temperance Revival.

PITTSBURG, Jan. 1.—There is intense interest in the temperance question here. Six thousand nine hundred and eighty members of the reform club signed the pledge, including many lawyers, ex-Congressmen and principal merchants. The occasion is a succession of meetings under the lead of Francis Murphy.

Steamship Sunk.

KEY WEST, Jan. 2.—The steamship *Emile* sunk last night in six fathoms of water. One man and an infant were lost, and a boat load of passengers are missing. Mails lost.

Gen. Crook's Expedition Disbanded.

CHEYENNE, Jan. 2.—The infantry of Gen. Crook's expedition will arrive at Fort Laramie to-morrow. Gen. McKenzie, with cavalry and artillery, will also arrive to-morrow, and the whole force be disbanded at that post.

The Border Troubles.

WASHINGTON, Jan. 1.—The subject of outrages upon American citizens on the Mexican border of the Rio Grande by revolutionists is occupying the attention of our government, and orders will soon be issued to our army and naval forces that they protect them, as there is now no government in Mexico to which appeal can be made. As regards the Indian marauders, who cross into Texas, the question is likely to be brought to the attention of Congress, whether the outrages on American citizens shall be permitted to continue, or whether this government shall take into its own hands the measures of redress.

Snow Knee Deep.

The streets to-night are fully knee deep with snow.

New Year in Washington.

WASHINGTON, Jan. 1.—A disagreeable snow storm prevails, but the general holiday reception at the executive mansion began at noon, when the foreign ministers were received, followed by members of the cabinet and ladies. Judges of the U. S. Supreme Court, Senators and Representatives in Congress, judges and others, held public receptions at 2 o'clock.

WASHINGTON, Jan. 2.—New Year receptions were held at the residences of Senators Kelly and Mitchell and Justice Field.

An Idaho paper of Dec. 23d says: Two months of our winter have passed and the weather has been most agreeable throughout—quite different from that of last year for the same period. Two months more will push us well along toward spring, when the roughest of the season will probably be over.

The Bellingham Bay *Mail* states that an effort will soon be made to secure the extension of the Nootsack mail route through to Sumas, B. C. This, it claims, will greatly *facilitate* the transit of mail between Whatcom county and the Fraser valley country.

LOUISIANA.

The *Times'* New Orleans special says: The *Democrat* of this morning, the official organ, makes a stirring appeal to the elected of its party to stay away from the State house, saying we do not see how in honor Democrats can in any manner, shape or form, recognize Packard as governor, or any portion of his government as legal. The board has returned a decided Radical majority in both Senate and House, and the Democrats returned will be utterly powerless there. They can do only two things by going into the Packard legislature, they can disgrace the cause of Louisiana and bring the people into unutterable contempt, and they can prejudice the cause of Tilden and the country. Kellogg's message will be a long valedictory. He will remind the people how little support has been given him.

Caucusing for the U. S. senatorship is active, and J. R. West is working for his own reelection. Colored men will demand a representative in the person of Col. Louis, Pinchback or Antonine, and of course Kellogg himself will be found not unwilling to serve the state. No trouble is anticipated on the assembling of the legislature. Troops will not be employed or seen.

Organization of Kellogg's Legislature and Nicholl's Ditto.

NEW ORLEANS, Jan. 2.—The situation is unchanged. Everything is quiet. The legislatures are constituted as follows: State House—8 holding over Senators and 11 returned by the board; House—68 members returned by the board, 22 of whom the Democrats claim were not elected. St. Patrick's Hall: Senate—9 holding over, 8 returned by the board and 4 who were counted out but claim they were elected; House—0 returned by the board and 22 who claim they were elected but counted out by the board.

NEW ORLEANS, Jan. 2.—Shortly before noon a committee from St. Patrick's hall, from the House, waited upon Governor Kellogg and presented a communication informing him the House of Representatives was organized at St. Patrick's hall, at the same time entering a solemn protest against the occupation of the State House by armed police and militia, against the exclusion from the State House of duly elected representatives of the people, and against the presence of armed men, metropolitans and soldiers.

Gov. Kellogg replied there were several statements contained in the communication which were incorrect. There were no military speaking properly in the State house. Yesterday there was a force of police armed not differently from the way in which they were ordinarily armed, as conservators of the peace. They were instructed not to interfere with any member of the legislature, but to protect them from interference from others, which he claimed has been legally and properly organized. The law provided that the Secretary of State should furnish the clerk with a list of members elected. That list was furnished the clerk; that sixty of the members whose names were in that list appeared in the regular hall of the house of representatives yesterday, and forty-two or forty-three at most, appeared in St. Patrick's hall. He must decline to receive any communication from a party which lacked nearly twenty of a quorum.

NEW ORLEANS, Jan. 2.—The Senate has barely a quorum to-day. The members who last session represented Rapides district were seated with the proviso that if the duly elected senators do not present themselves, they should be retained.

After the Democratic Senate organized today, a committee was appointed, which notified Kellogg that the body was ready for official communication and rehearsing the matter of protests as a reason for organizing in St. Patrick's Hall. Stevens, of the holding over senators, was captured by the sergeant-at-arms of the Republican Senate and taken to make a quorum. Republicans are jubilant, because senators, some of whom, it is said, hold commission from McEnery have ignored him and recognized Kellogg.

The *Evening Democrat* says editorially: To-morrow morning, at the legal hour of assembling, the members of the legal legislature must proceed to the State House and occupy it. If lawless ruffians, claiming to be policemen and militia men attempt to interfere with them, ruffians will be swept from their paths; nothing must prevent the loyal legislature of Louisiana from assembling in the Senate Chamber and Hall of Representatives of this State, except bayonets of the General Government.

NEW ORLEANS, Jan. 2.—The Democratic committee and clerk of the House demanded of Kellogg to day the withdrawal of the police and barricades, which the governor declined. The clerk called the roll, whereupon Louis Sauer, of Avoyelles, called the House to order. Sixty-eight were present, 59 being a quorum. Hayne and Warmouth were nominated for Speaker. Hayne was elected by 50 votes and took the chair. The Senate promptly organized with a full quorum, Antonine in the chair. The only demonstration outside was cheering of the Democratic committee by about 500 spectators outside. The Democrats went to St. Patrick's Hall to organize their legislature. The Senate being called to order by Ogden, 19 answered to their names, just a quorum, and the Democrats expected another. Clerk Treasvant called the House to order. Sixty-one answered to their names. Louis Bush was chosen Speaker.

NEW ORLEANS, Jan. 2.—In the joint session of the Republican legislature Burch read the returning board's returns, and announced that Packard and Antonine were elected.

Democrats Insult Kellogg.

NEW ORLEANS, Jan. 2.—When the Democratic committee made a demand for the removal of troops from the State house and were refused, they made a protest in the usual manner. Gov. Kellogg, in answering, declared his only reason for requesting the presence of troops was a belief on his part that violent and illegal interference with the organization of the assembly would result if they were not there to maintain peace and assist the Executive. No attack on either house would, he assured them, be interfered with. Troops would only interfere in case of the utmost necessity. The committee then retired. Under suspension of the rules a resolution was passed by the Democratic House, setting forth that armed resistance to the State authorities exists here, and calling on the President to afford the protection guaranteed by the Constitution.

Kellogg's Message.

NEW ORLEANS, Jan. 2.—Kellogg's message is short. It refers to the well known difficulties of his administration. He says the total consolidated, interest bearing debt, exclusive of interest on coupons due January '74, is $11,355,922. Taxation has been reduced since his administration began from 21½ mills on the dollar, with equal or greater taxation in most parishes, to a limit of 14½ mills by constitutional amendment, and parish taxation to the same amount. The constitution limits the State Government's expenses to its actual revenues. The preceding administrations in six years spent $11,250,000; the present administration in the last four years has spent $4,201,875. All interest on bonds had been promptly paid. The State cotton and other productions have been fifty-five to sixty millions. *Nearly all this work has been done by* colored labor.

Senate Investigation.

NEW ORLEANS, Jan. 2.—The Senate investigating committee resumed the investigation of Ouachita parish this morning. B. F. Jones and E. H. Ann testified to efforts of themselves and other Democratic leaders to have a peaceful and fair election, and the general policy of their party was directed to that end, in order to prevent the returning board from seizing upon the pretext for throwing out votes. The Senate sub-committee heard the evidence of Frances, wife of Paul Johnson, colored, of East Baton Rouge, in reference to masked men coming to her house, breaking in and asking him to sign a paper, and accusing him of organizing an armed company; that they then put a rope round his neck and carried him off. She tracked him five miles in the mud, but never saw him again. Said all the men concerned were masked except two, whom she recognized but notwithstanding she was pressed to give their names, and assured by Senator Wadleigh of protection, she refused to give their names as she knew she would be killed.

NEW ORLEANS, Jan. 2.—Senate investigating committee to day examined Emily Stone, who testified to having seen the men who killed Pinkston. Several colored witnesses testified to intimidation and being forced to vote the Democratic ticket. Col. Clayton gave testimony similar to that in Sherman's report. F. N. Desnoir testified that Capt. Phillips and DeYoung were at home on the night Pinkston was killed.

NEW ORLEANS, Jan. 2.—The Senate committee in the evening took evidence contradictory and confirming the testimony about various murders, but nothing especially sensational was elicited.

House Investigation.

The House committee heard W. H. Nutt, who testified he considered himself in danger of death for giving testimony. State Senator Dave Young had threatened him in case he came before the committee.

THE RAILWAY DISASTER.

CLEVELAND, Jan. 1.—The *Herald's* Ashtabula dispatch says: Search for bodies was resumed at Sunrise this morning. The wreck men tried a new plan, on removing the ice south of the mass of iron work of the bridge, which formed a sort of dam in the river, but on looking into the clear water they could discover no human remains capable of identification. Some pieces of bone and flesh were recovered, but one could scarcely tell to what part of the body they belonged. The remains that are unclaimed are now in coffins furnished by the Railroad Company, and will be buried here unless recognized. The coroner's inquest was resumed at 9 o'clock this morning, and Hon. T. S. Sherman appeared as counsel for the Railroad Company.

ASHTABULA, Jan. 2.—There have been no bodies recovered to-day. The wounded are doing as well as could be expected. Robt. C. McIntyre, conductor, at the coroner's inquest, which resumed this morning, testified the fire spread with such great rapidity, that citizens used every exertion to prevent the spread of the flames, but were baffled in the attempt by a fierce wind.

Jas. L. Painter was on the ground early, says: A a engineer, with proper management, could have gained control of the fire in a very few minutes after it started. Witness heard the conductor say there were 160 passengers on board the train. The conductor testified yesterday there were but 101.

A score of persons lay among the wreck, giving vent to most frightful moans, which seemed as if they could be heard for miles. The fire broke out in three places almost simultaneously. If water had been put on the flames even as late as 10 o'clock some persons that were burned might have been saved. Did not know whether or not any order was received from the authorities not to put water on the burning wreck.

Foster E. Swift, hotel proprietor of North Adams, Mass., was also in the palatine, and corroborated the statement of Capt. Tyler.

G. A. Knapp, chief engineer of the fire department, has presented a sworn statement that Mayor H. P. Hepburn, of Ashtabula, a leading civil engineer in the employ of the Lake Shore railroad, did not order him not to throw water on the burning deck. Many uninformed persons had wrongfully blamed Hepburn in the matter. Hepburn has done all that man could do for the sufferers since the accident. Some persons express the opinion that no more bodies in a recognizable condition will be recovered.

James A. Manning, the first witness examined, testified he was near the spot when the train went down, heard the crash and ran to render assistance.

Capt. Chas. E. Tyler, of St. Louis, a commission merchant, testified that he had his face terribly bruised and right hand injured. He was in appearance and in his answers, exceedingly intelligent. While the train was at Buffalo he examined the coaches and was satisfied that fully 200 persons,—seventy more than the conductor stated on the day previous were on the train. Tyler said he had been captain of steamboats on the Mississippi river for 24 years and was competent to judge of the number on board. As a second experience he had also traveled a great deal. There were nineteen passengers in his car, the Palatine; several card parties were formed just before the accident occurred. The train was going 15 miles per hour when the bell rope snapped, breaking and extinguishing three lamps. Ten seconds later he felt the coach going into the river. The car was enveloped in utter darkness, and the anguish of the moment was horrible in the extreme. The abyss was passed, the suspense over and a terrible crash at the bottom came. Across the rear part of the Palatine fell the City of Buffalo crushing two men. All in the Palatine were killed. Witness thought every person in the Buffalo was destroyed, as in climbing over that car to a place of safety he was unable to discover any signs of life. The others fell together.

Among the relics found in the wreck today was a pin cushion which was immediately identified as belonging to James H. Haldrich, Des Moines, Iowa; two shirts and a shawl strap which bore the name D. F. Hubbard, of Oak City, Iowa, and were recognized by friends. Two more bodies identified today were Martha Volk, by parts of her dress and hair, and Charles Vogle, of Albany, by coat buttons and one leg of his pants.

Henry A. White, passenger in the sleeping car, testified before the coroner's jury that he thought the train was off the track before they began to go down. He estimated the number of passengers at 300.

Daniel McGuire, engineer of the first engine, heard the bridge snap behind him when he was within two car lengths of the abutments. He says his engine had to run up hill to get off the bridge; could give no information whatever about the wreck or incidents of the fire, although he was there some-time.

An Inhuman Report.

NEW YORK, Jan. 2.—Several papers have specials to the effect that the fire department of Ashtabula had orders not to play upon the burning cars, ostensibly that the passengers might not be drowned, but really to have the bodies burned beyond recognition, so that the railroad would not be responsible in damages.

The Dead List.

ASHTABULA, Jan. 1.—The following is a revised and complete list of the dead as far as known: Mr. Aldrich, Des Moines, Iowa; Lewis Barney, Buffalo; Mrs. H. H. Bradley, child and nurse, Chicago; Mr. and Mrs P. P. Bliss, Chicago; C. Brounnen, Gratiol, Wisconsin; Mrs. C. B. Brunner, and two children, David Ohitten, L. Crane, New Haven, Connecticut; W. P. Coggswell, Chicago; Mrs. E. Cook, Willington, William Clemens, Bellovon, Ohio; Mrs. Emma Coffin, Oak and, Cal.; Jas. Doyne, Newark; Clarence Gage, Charleston, Ill.; Alfred Gilbert, Cranberry Island, Mo.; Mrs. George and Miss George Cleveland, O.; O. S. Whart, Akron O.; H. Trall, Chicago; F. A. Hodgkins, Bangor, Me.; Chas. Kane, Pittsburg; Annie Kitteryille, Lawrence Leonergand, Cleveland; Maggie Lewis, St. Louis, Mo.; Phillip McNeil, Cleveland; Miss Minne Mixer, Buffalo; Mrs. C. D. Marsden, mother and child, Chicago; Sarah S. Mann, Cleveland; Mrs. W. L. Moore, Hammondsport, N. Y.; Isaac Mercer, Cleveland; Birdie Myer, Cleveland; Richard Osborne, Tecumseh, Mich.; Mr. and Mrs. J. H. Peck, Peoria, Ill. Doubtful—Mr. G. Palmer, Binghamton, N. Y.; Geo. A. Purrington, Buffalo; John Rickering, Chicago; D. A. Rogers, Chicago; G. B. Stow, Cleveland; T. Shattuck, Cleveland, Mount Vernon Delaware Railroad, R. Sindel, Mrs. Truworthy and daughter, Oakland, Cal.; Mrs. Lucy O. Thomas, Chicago; Chas. Voyle, Albany; S. D. Waite, Toledo; Webb, Boston; R. Washburne, Cleveland.

SPRINGFIELD, Jan. 2.—Prof. Henry G. Rogers, principal of the high school of this city, and wife, are believed to be among the lost at Ashtabula.

The postoffices at Jack Manuel's, on White Bird, and at Cottonwood, Idaho Territory, have been discontinued.

DECISION IN THE U. S. DISTRICT COURT BY JUDGE DEADY.

TUESDAY, JANUARY 2, 1877.

U. S. District Court—District of Oregon.

The vessel known as the U. S. Revenue Cutter—The U. S. claimant.

In admiralty—suit to enforce lien for labor and materials.

1. CONTRACT TO BUILD A VESSEL. Upon a contract to build and deliver a vessel after a successful trial trip at sea, although the party for whom it is built, in pursuance of the contract inspects and approves the work as it progresses and makes payment thereon, in proportion to such progress, such party does not thereby become the owner of such vessel, nor until the final completion and delivery thereof.
2. MARITIME CONTRACT. A vessel launched and afloat upon the navigable waters of this district is a ship, and a contract to furnish materials for her equipment is a maritime one. The ruling in the *Eliza Ladd* affirmed.
3. *Possession.* A party contracted with the United States to build and deliver a vessel after a successful trial trip at sea, and the latter in pursuance of the contract, kept a superintendent at the vessel during the progress of the work with power to reject or approve all materials used in her construction: *Held*, that the contractor was in possession during the progress of the work and not the U. S., and that the vessel was not exempt from the process of the court in a suit to enforce a lien against her for materials furnished for her equipment at the request of the contractor.
4. *Same subject.* The builder under such contract having failed to perform the same, and the contract being that the U. S. might in such case, at the option of the Secretary of the Treasury, complete the work at the expense of the contractor: *Held* that until such option was exercised, the vessel was not and could not rightfully be taken into the possession of the U. S., and that when it was, the U. S. would take possession merely as the agent of the contractor to finish the vessel for and on its account and risk.

DEADY, J.

On November 28, the libellants, J. W. Coffin and Charles J. Hendry, of San Francisco, filed their libel against the vessel known as the United States Revenue Cutter, to enforce an alleged lien upon said vessel for the sum of $3 636 20, arising out of the furnishing of labor and materials by said libellants to rig and equip the same, at the request of the owner thereof—the Oregon Iron Works.

On December 9 the United States intervened and filed a claim and answer of ownership and possession of the property, and on December 10 and pending the hearing, had leave to file an amended answer, in which it further alleged that the materials and labor furnished by the libellants were furnished "for the construction of a domestic vessel, the said revenue cutter, in her home port," and therefore this court has no jurisdiction of the case.

From the evidence it appears that, on May 28, 1875, the United States, by the Secretary of the Treasury, entered into a contract with Edwin Russel, the President of the Oregon Iron Works, a corporation formed under the laws of Oregon, whereby the latter became bound, on or before February 28, 1876, to "build and deliver, afloat, and complete in all respects, and ready for service," to the United States, at the port of Albina, opposite Portland, Oregon, "a steam propeller of about 227 tons burden," the same to be adapted in every respect to the uses and purposes of a revenue steamer, "according to the specifications attached," to be subject to the inspection and approval of a superintendent appointed by the Secretary of the Treasury, with "full power to reject or approve any materials or articles used in the construction or equipment of said vessel, and at any stage of the work before final approval, as hereinafter provided."

The contract also provides that full access to the work and all facilities for the inspection of the same shall at all times be afforded to the person or persons selected by the Secretary of the Treasury, [illegible] steam propeller to be substantially built, with [illegible] fuel for satisfactory trials of the machinery and also for the trial trip, of not less than 24 hours at sea; also that in case of the failure of the Iron Works "to fulfill the stipulations" of the contract on its part, the Secretary of the Treasury is authorized to direct purchases to be made of all the necessary materials and cause the construction and equipment of the vessel to be completed as herein specified and required, and the said Iron Works shall be liable to the United States in such event, for any excess of the cost of the vessel over the price hereinafter named and stipulated to be paid therefor to said Iron Works; and in case of delay beyond the date hereinbefore mentioned for the completion and delivery of the vessel, there shall be deducted $30 per day from the last payment, in the discretion of the Secretary of the Treasury, for each and every day that the completion and delivery may be delayed beyond the time specified in the contract."

Provision for the payment of the contractor is made as follows: "That for the said vessel, steam vessel, finished, furnished and delivered as herein provided, there shall be paid to the Iron Works by the United States the sum of $92,000" in 5 equal instalments to become due at specified points in the progress of the work,—concerning the fifth of which it is provided: "And lastly, when the vessel with engine, boiler, &c., is satisfactorily completed, and after a successful trial trip at sea of not less than 24 hours at the expense of the Iron Works, and the vessel and equipment shall be found in every respect complete according to the specifications and the conditions of this contract, the final sum of $18,400 shall be paid, less such sum as may be deducted for the failure to complete the vessel at the time specified, as hereinbefore provided for."

The contract also provides: "That the above payments shall be made only upon the production of certificates from the superintendent of construction to the effect that the work of construction has progressed satisfactorily to the points above indicated, and before the last payment, that the vessel and machinery are satisfactory in all respects, and the trial trip successfully made."

Contemporary with the making of this contract a bond was given to the United States by the Iron Works with sureties in the sum of $46,000, conditioned that the latter or its successors "shall well and truly perform the stipulations" of said contract.

On June 15, 1875 the secretary of the treasury assigned Capt. John W. White, of the Revenue Marine "to duty as superintendent of the construction" of the vessel, and instructed him to "inspect the materials used in the work and reject such as may be found unsuitable;" to "require a strict compliance with the terms of the contract and specifications on the part of the contractor, and in every proper manner care for the interests of the government in accordance with the generally understood duties of a superintendent of construction."

The construction of the vessel was commenced in due season under the superintendence of Capt. White and his assistant, lieutenant Brenn, but for some reason the work did not progress as was expected. However, by August 24, 1876, the hull was sufficiently launched, and was then navigated a short distance up the Willamette river to the Albina wharf for the purpose of being equipped. At this point, in the months of September and October the libellants furnished the labor and materials in question. The first four payments were made by August 23, 1876, and at the time the vessel was seized under the process issued in this suit it would take about $5,000 in gold coin to complete her according to contract.

On November 1, the Iron Works suspended work and have not since resumed, being in fact proceeded against in bankruptcy on October 31. During the progress of construction, the Iron Works occupied the vessel with its workmen and kept a night watchman on board. The latter remained on duty until November 15, but received his wages after November from Edwin Russell, the President and manager of the company. On account of the advanced condition of the work, the superintendent, about September 1, got authority from the Secretary of the Treasury to employ two additional men to watch and help take care of the vessel, who were employed in keeping the decks clean and lines fast and wetting paint work, and are still on the vessel.

After the suspension of the Iron Works, Mr. Brenn locked up the cabin, ward room and sail room in which were deposited certain articles of ships furniture belonging to the United States, such as compass, lanterns and lamps, and gave the keys to the watchman employed by the government. The vessel was seized under the process of this court on November 29. By direction of the Secretary of the Treasury, the superintendent was absent from the vessel during said month. Nothing was done by the government after the failure of the Iron Works, and the seizure in this case to complete the contract or in any wise change its relations to the vessel.

The seizure being reported to the Secretary of the Treasury, he telegraphed the Superintendent on November 29: "Confer with dist. attorney with view to government getting possession of and completing vessel under construction by Oregon Iron Works for revenue marine, make further demand on contractor to complete, and if dist. attorney so advises, report all acts to dept. by telegraph and await further orders." On December 2 the Secretary telegraphed again as follows: "Consult dist. attorney and get legal possession of new revenue vessel, complete same according to Oregon Iron Works contract," and [illegible] on the [illegible] of same month: "When put in possession of new revenue vessel complete same under terms of contract with Oregon Iron Works, take vessel to San Francisco [illegible] interest of government." [illegible]

[illegible] state of the law is that at and before the time of the seizure, the vessel was the property of the Iron Works. The contract was for the construction and delivery of a thing not then in esse. The Iron Works was "to build and deliver afloat and complete, in all respects ready for service" a steam propeller, and by the terms of the contract this delivery could not be made till the vessel had made a successful trial trip at sea of not less than 24 hours." Under such a contract, the party for whom the vessel is built acquires no property therein during the progress of the work, and until the completion and delivery of the same. Andrews v. Durant, 11 N.Y. 40, and cases there cited.

[illegible] that the payment [illegible] as the work progresses, and the further fact that the contract [illegible] the superintendent [illegible] agent of the United States who was authorized to reject or approve any materials [illegible] or equipment of the vessel, are [illegible] to modify or overcome the [illegible] positive provisions of the contract, [illegible] the delivery [illegible] completion and successful trial trip of the vessel. The [illegible] and convenience [illegible] performance [illegible] the United States did not [illegible] the vessel [illegible] Andrews v. Durant, [illegible] contract provided [illegible] the article [illegible] are ultimately [illegible] from the eye [illegible] safety of life [illegible] but a [illegible] by one who [illegible] construed [illegible] everything [illegible] Andrews v. Durant, supra, [illegible] "only shows that [illegible] willing [illegible] to assist [illegible] provided he can see that the work is going on in good faith, so as to afford a reasonable prospect that he will realize the avails of his expenditure in a reasonable period."

The American authorities are uniform upon this question, although the English courts, since the case of Woods v. Russell, 5 Barn. and Ald. 942, decided in 1822, have held otherwise.

In 2 Par. on Con., [illegible] 258, the author, after stating the question,—"If a ship be built on a building contract, and the price is to be paid by instalments, does each instalment when paid vest in the [illegible] then existing, the property absolutely to the purchaser, and not only to the lien which the builder has for the purposes of finishing the ship?" says, "the law is now well settled, especially in this country and by recent cases;" and then states it as follows:—

"It is the intention of the parties that the builder should [illegible] the purchaser buy the ship before it is completed, and at different stages of its progress, and a bargain is made in [illegible] of this intention, there is no reason [illegible] why the law should not enforce [illegible] bargain. But no such bargain would be implied from the mere fact that payment [illegible] by instalments, whether they are regulated [illegible] on time, or on the state or condition [illegible] of the ship. Nor would this [illegible] arise from, or be greatly aided by, the appointment, by the purchaser of a superintendent. These facts might aid in identifying the structure or sustaining an action for a breach of the contract; and they might bear on the amount of the damages. *But they would not be sufficient to prove* [illegible] *of the property by the payment of an instalment, so that after such payment, if the property were lost or destroyed, it would be the loss of the purchaser.*"

This statement of the law is fully sustained by the following cases: Merritt v. Johnson, 7 Johns. 473; Andrews v. Durant, 11 N. Y., 40; [illegible] v. Austin, 22 N. Y., 162; The Rev. Cutter, [illegible] Law Rep. 1850, p. 281; Scull v. Shakespeare, 75 Penn. 297; Edwards v. Elliott, 36 N. Y. [illegible]; Rand et al. v. The Schooner [illegible], [illegible] 211; Tompkins v. [illegible]

No American cases have been cited to the contrary, unless it be the dictum of [illegible] cited by claimant from his dissenting opinion in [illegible] Co. v. Van Petts [illegible], 2 Black, 341, in which he incidentally says, that "where an entire vessel is agreed to be built by contract, no property vests in the party for whom she is built until she is ready for delivery and has been accepted or approved by such party;" citing Mucklow v. Mangles, 1 Taun. 318; Stringer v. Murray, 2 Barn. & Ald. 248; Merritt v. Johnson, supra; Abbott on Ships, 5; but that "such rule does not prevail where the vessel is constructed under the superintendence of the party for whom she is built or his agent and payments for it based upon the progress of the work, and to be made by instalments as the work is done, and that in such cases the person for whom the vessel is built is regarded as the real owner by the well considered decisions upon the subject," citing Woods v. Russell, supra, and the English cases following it, but no American case, except Andrews v. Durant, supra, which is one of the most decided cases to the contrary. It is said that Homer sometimes nods, and it would appear that this dictum of this distinguished and eminent jurist and judge, was inadvertently or unadvisedly made.

But the bond taken from the contractor in this case being only in a sum equal to half the contract price, it is said that this shows it was not the intention of the United States to rely upon that alone as security for the first four instalments, and that it was the intention of the parties to the contract that the property in the vessel should vest in the government as fast as such instalments were paid and as a security therefor.

But according to [illegible] adjudged cases, if the contractor had given no bond at all, the prop-

[Concluded on Fourth Page.]

PACIFIC COAST NEWS.

CALIFORNIA.

San Francisco Stock Market.

SAN FRANCISCO, Jan. 2.—Ophir 20¼, Mexican 18½, G & C 11, B & B 38, California 48, Savage 9, Chollar 74½, Con Va 36½, H & N 5⅝, Point 6¼, Jacket 14½, Imperial 1 80, Kentuck 8, Alpha 21¼, Belcher 2¼, Confidence 9, S Nevada 9¼, S Belcher 72, Overman 110½, Utah 12¼, Bullion 20, Exchequer 9, Justice 20c, Union 9, Julia 5¼, Caledonia 1¼, Baltic 12, Knicker 4, R Island 30c, Alta 2¼, Occidental 2, Woodville 75c, Andes 2, Washington [illegible], N Con Va 1¼, Prospect 50c, Trojan 50c, P Sheridan 2¼, Leviathan 1.

EVENING BOARD.—R & E 3, Eu Con 1¼, Jackson 5, Valley 50c, Belmont 3¼, K K —, Leopard 5, Belle 22½, Gila 70c, [illegible] 30c, Manhattan 14, S Barcelona 1, Kodoc [illegible], N Coso 3¼, Comanche 4, G Central 2¼, Caledonia 12¼, Belcher 10½, S Chariot 14, G & C 11½, Justice 20¼, Chollar 77, H & N [illegible], Overman 117, Con Va 37, [illegible], Cale 45, Jacket 15, S Belcher [illegible], [illegible], Point 6¼, Julia 5.

A Theatrical Artist Drowned.

SAN FRANCISCO, Jan. 2.—[illegible], formerly scenic artist at his wife's theater, was drowned last night by falling from Vallejo street wharf.

New Year.

The weather was fine yesterday and New Year's callers were out in force. The day passed quietly, and although a great many cases of drunk occurred, no disturbance of consequence resulted.

The New Stock Exchange Opened.

SAN FRANCISCO, Jan. 2.—The New Stock Exchange opened for business this morning. The officers express themselves highly gratified at the manner in which business opened. Sales [illegible] stocks. Some United [illegible] and greenbacks [illegible] of the [illegible]

[illegible]

SAN FRANCISCO, Jan. [illegible] Saturday, in the [illegible] directed Minor and [illegible] turn over all [illegible] their possession [illegible] judge appointed [illegible] it is said, will be [illegible] into the affairs of [illegible] fraudulent is found [illegible] be instituted [illegible]

SAN DIEGO, Jan. [illegible] population [illegible] that [illegible] Francisco. [illegible]

SAN FRANCISCO, [illegible] here of [illegible] only a [illegible]

[illegible]

SALT LAKE, Jan. [illegible] this [illegible] six [illegible]

The [illegible] this [illegible]

[illegible] are supposed to be [illegible]

[illegible]

Kelly [illegible] the Oregon [illegible] all of [illegible]

[illegible] Salt Lake [illegible]

[illegible]

Edwards, member of [illegible] the legislature from [illegible] to Weather [illegible] or [illegible] Heaven [illegible]

The [illegible] mills at Port [illegible] running full day time to [illegible] and one of them [illegible] work next week [illegible] is almost [illegible] and the Gamble mills [illegible] as fast as they can. The [illegible] *Sagamore* was to the Port Gamble [illegible] and one is now on the way [illegible] load of lumber. It is expected [illegible] between nine and ten [illegible] to the cargo.

The Owyhee *Avalanche* [illegible] The territorial legislature has been in session [illegible] weeks and nothing of any [illegible] been accomplished. The [illegible] moved with the rest of the [illegible] Clerk Resolution [illegible] the part of Governor [illegible] masculine" with all [illegible] correct. Let the members [illegible] and do something for the Territory. Perhaps a little judicious [illegible] give the people something to talk about.

NEW MARKET THEATER.
TRACY W. TITUS.........Manager.

Return of the Favorites!

THE

Grand English & Comic Opera

COMBINATION.

First Performance,

SATURDAY AFTERNOON

LADIES' MATINEE, at 2 o'clock.

GIROFLE, GIROFLA!

SATURDAY AT 8 O'CLOCK.

GRAND [illegible]

Monday Evening—Martha.

Sale of seats will commence at Gray's Music Store on Thursday morning at 9 o'clock.

From Mr. Price, the mail ... al accident which oc- ... county, near Eagle creek, ... mentioned, Jesse ... in Eagle creek burn, ... company with Lafay- ... Patterson. The ... from him about ... heard his gun go off, ... burning clothing, ... he had shot him- ... the left arm and ... back of the neck at ... He lived about two ... the ball cut one of ... did not speak ... was about 28 years ... and four small chil- ... industrious farmer, well ... It is supposed that ... his left arm on the gun

... CHURCH.—A ... invited by the pastor ... the entertain- ... rooms was known, to ... might be at lib- ... happy holiday, ... was crowded with ... few minutes' social ... and instru- ... by the young la- ... marked attention. ... passed around ... formed into a very ... seemed unusual- ... as we ... providing ... Many ... the evening as- ... of Portland are ... with religious

... On Friday, Dec. ... of August ... Shoalwater Bay ... from Bruceport ... Mr. Clark's ... Bruceport, a squall ... young man ... with him, swam ... and struck out ... He could not ... have been lost ... Mr. Clark, who ... and took him ... good character, ... a resident of ... is now on a ... receive the sor- ... death.

... Sunday evening ... given at the ... teachers and ... school. Mr. ... was the ... testimonial ... handsome ... 300. The ... the fo- ... from the ... the M. ... given gen- ... of the

... evening ... of East ... Mr. ... taken ... gentleman ... died ... from a ... received ... over ... night ... was

... of Multno- ... on Tues- ... were ... J. W. Kelly, ... Treasurer, ... No. 3 ... S. E. ... Secretary.

... Edward ... Rival, fell ... yes- ... Every ... seemed ... self, and ... The

... Astoria ... before ... condition ... so that ... Up to ... heard

... of the ... Society ... con- ... gramme ... the most

... Mr. ... Engi- ... for the ... beauti- ... firemen.

... Clothing ...

... Warner ... lady.

... Jos.

... in his ... can

... come, ... must ... lan- ... better. I

AMUSEMENTS.

NEW MARKET THEATER.—This popular place of amusement was crowded at matinee Monday afternoon, when the "Long Strike" was repeated. Monday evening a jammed house greeted the first rendition of "Ultimo, or the Big Bonanza." Last evening the same piece was repeated to a well-pleased audience. This evening, Miss Firmin will be the recipient of a complimentary benefit, on which occasion a grand bill will be presented, well worthy of public patronage. The programme will consist of "Falstaff," from "Henry IV.," Part First, and concluding with the roaring farce of the "Frolicsome Oyster." Mr. Jack will appear in his great original character of "Sir John Falstaff" and Miss Firmin as "Prince Hal." In the afterpiece, Mr. Jack will assume the ludicrous role of the "Oyster." During the evening, Miss Firmin will sing the "Milk Maid's Song," from Tennyson's "Queen Mary," and the comic military song, in character, "The Dougherty Fusilaidais." We observe the following complimentary mention of Mr. Jack in a recent San Francisco exchange: "We hope the citizens of this city will have an opportunity of witnessing Mr. Jack's performance of Sir John Falstaff. We thought ourselves almost incapable of becoming 'enthused' at anything which we might see on the stage, but we must confess to having been partially aroused from our lethargy, on Sunday evening last, by witnessing at the Grand Opera House Mr. John Jack's Falstaff. It was really a surprise, a first-class sensation. Instead of finding it 'tolerable and barely to be endured,' we found it a gem of the first dramatic water. It was good, complete, unique, and altogether out of the common order. We can safely say that in John Jack, 'Fat Jack' has at last found his prototype."

OPERA.—The English Opera company will arrive in this city Friday evening of the present week, and will open at New Market Theater Saturday afternoon. Lecocq's beautiful comic opera of "Girofle, Girofla" will be rendered at matinee. Saturday evening, "La Grand Duchess."

VERDICT OF CORONER'S JURY.

The coroner's jury summoned to inquire into the cause and manner of the death of D. S. Moore and C. O. Rincerson, who were killed by an explosion at Owyhee rapids on the Columbia, Dec. 15th, returned the following verdict in the case of Moore:

We, the undersigned coroner's jury, at Owyhee rapids, in Wasco county, Oregon, December 9th, 1876, called to hold an inquest on the body of a man found near Owyhee rapids, find as follows: That his name is D. S. Moore, a native of the State of Massachusetts, age about 45 years, and from the testimony taken before us, the cause of his death was an explosion of giant powder on Dec. 15, 1876, between the hours of 9 and 10 o'clock in the morning. Said powder was in a house erected for the sole purpose of making cartridges, and was on the bank of the Columbia river, at Owyhee rapids, and that said D. S. Moore was hired as an expert, for his knowledge of giant powder, in preparing cartridges to be used in blasting rock from the channel of the Columbia river at said place, and that he was engaged at his work at the time of his death. Further, from the testimony taken before us we find that the contractors, Grant & Stone, have taken every precaution to prevent accident, and said contractors are blameless as to the cause of said deceased D. S. Moore's death, but that deceased was killed by an explosion, the cause of said explosion to us unknown, an accident of the nature to which said work of blasting is liable to under the most careful management. In witness whereof we hereto sign our respective names.

Eusebe F. Coe (foreman), John Straight, Con. Sullivan, John McKenna, William Corkan, G. H. Nelson.

The verdict in the case of Rincerson is similar, except that it does not mention that he was a skilled person or expert.

S. S. CITY OF CHESTER.

The following dispatch requires no explanation:

New York, Jan. 1, 1877.

John D. Biles, Secretary O. S. S. Co.—*Chester* sailed yesterday afternoon, engine working beautifully; drew only 13 feet 8 inches forward, with over 900 tons dead weight. She was thrown open to public inspection on Wednesday, and generally pronounced as finely fitted a steamer as ever left New York.

H. VILLARD, President.

In the New York *Shipping and Commercial List*, of a recent date, we observe the following mention of the *City of Chester*: "The steamship *City of Chester* is fitting up for the Oregon Steamship Co., to ply between San Francisco and Portland, and will be, taking everything into consideration, one of the best appointed steamships to be found anywhere. She is fitted up with electric annunciators in every room, electric alarms from the office on bridge to captain's room, and from captain's room to bridge. Another novelty is having small hose cocks at different parts of the ship, with a constant pressure of water on, so that by the aid of a small hose easy to move and instantly effective, all incipient fires can be quenched by merely opening the faucet. Another striking improvement is in the family rooms, where the upper berths are put up out of the way (*a la* Pullman) when not required, making a nice room of it in the day time. Taking her as a whole she will be a very elegant steamship."

BRIEF NOTES.

Holidays gone.

River at a standstill.

Cold and very foggy.

Nights growing shorter.

Miss Firmin's benefit this evening.

No discount on gas bills after to-day.

The "International Sunday School" lesson for January 7th will be found in I. Kings, 12th chapter, 12th to 20th verses. Golden text, 8th verse of same chapter. Subject: "The Kingdom Divided."

Sheriff Dale brought down from Yamhill county yesterday morning, Andrew S. Stewart, who has been adjudged insane, and delivered him over to the authorities in charge of the East Portland asylum.

Some burglars, we learn, visited the residence of Mr. John A. Confer, near Oswego, yesterday, and finding the premises deserted, the family having gone to town, they entered and stole nearly $3,000 in coin, which he had placed in a carpet sack, and hidden in what he considered a safe place.

RAILROAD MEETING.

For some reason the railroad meeting called to meet at the court house last evening was very sparsely attended.

The meeting was called to order, and Dr. J. C. Hawthorne was chosen president, and D. H. Stearns secretary.

Short remarks were made by Judge W. W. Upton, P. A. Marquam and J. J. Browne.

J. J. Browne, Esq., offered a preamble and resolution relative to the question of railroads. After some discussion it was deemed proper to adjourn the meeting, owing to the limited attendance, until next Saturday evening at 7 o'clock, when further action could be taken.

On motion a committee of three was appointed to make all necessary arrangements for the adjourned meeting. The committee consists of the following gentlemen: J. M. Strowbridge, Noah Lambert and P. A. Marquam.

On motion, the meeting adjourned to meet at the court house next Saturday evening.

"When Freedom, from her mountain top,
Unfurled her standard in the air,"
She held Dr. Warner's Health Corset up
And cried, "Here's freedom for the fair."

I would I were—Oh! thrilling thought!
Dr. Warner's Health Corset.
Neat and snug
I'd clasp thy trim and taper waist in one continual, everlasting,
Rapturous hug.

Captains and pilots will note the fact that Peter Wilhelm has fitted up two rooms for their especial use at the Fountain, corner Ash and First streets. English papers on file, and everything cosy.

Fresh supply. Those persons who were disappointed in procuring one of those beautiful Energy Hats are informed that Meussdorffer has received a fresh supply, and can meet the wants of everybody.

Masquerade suits to rent at Jos. Harris', St. Charles hotel building, Morrison street.

Having purchased the interest of W. H. Andrus, Esq., in the Occidental Hotel, I will be happy to meet my friends in future at this house.

THOMAS SMITH.

CAPITAL NOTES.

Our regular correspondent, writing from the above place under date of January 1st, sends the following:

Supreme Court will convene again to-day after the holiday adjournment.

Prof. D. W. Prentice, of Portland, is stopping at the Chemeketa hotel in this city.

Mrs. A. A. McCully has been confined to her room with illness for some time past.

Schaffer Hastings, of this city, had his leg broken on Saturday last by a kick from a horse.

J. T. Watson and family, of Roseburg, are registered at the Chemeketa hotel in this city.

Holiday week is drawing to a close, but it has been very generally enjoyed by the capitolians.

Rev. John Sellwood, of Oregon City, officiated yesterday at St. Paul's Episcopal church, in this city.

Hoag E. Akin, formerly of the Salem postoffice, will soon leave for his old home in New York State.

Sixty deeds were recorded and eleven marriage licenses issued by County Clerk Edes during the month of December.

Mr. and Mrs. H. M. Bear contemplate moving to Astoria at an early day. Their numerous friends in this city regret the change.

Some of the reception rooms in which the Salem ladies received their gentlemen friends yesterday were decorated with exquisite taste.

M. N. Chapman, Dept. P. M., has purchased the Waymire place on Front street, paying therefor the sum of $1,200. Another bargain.

Prof. Parish's closing soiree at Reed's Opera House, last evening, was very largely attended and proved a most auspicious closing to his school.

Martin & Keady have received some very flattering notices of their paper gauge for printing presses from prominent inventors in the Eastern States.

The concert and sociable given on Friday evening last by the choir of the Presbyterian church was well attended and thoroughly enjoyed by all present.

Miles M. Miller, of the Salem Gas Works, will take his departure for San Francisco on a business trip during the coming week, and will be absent a couple of weeks.

Geo. W. Hunt, Jno. Hughes and Frank Cooper have been appointed as a committee to solicit subscriptions for stock of the Mount Jefferson Wagon Road Company.

A large number of Salem ladies are to-day receiving New Year calls, and the gentlemen generally are engaged in the laudable enterprise of calling on their lady friends.

The "Donkey Club" of this city received their friends on Wednesday evening last at the home of John D. McCully. It was quite a select affair and correspondingly pleasant.

Officers of Multnomah Chapter No. 1, R. A. M.: F. J. Babcock H. P.; E. D. Sloat, E. K.; R. A. Pratt, C. H.; H. H. Gilfry, R. A. C.; J. Murphy, Secretary, and Andrew Kelly Sentine.

Dr. James A. Richardson has purchased the Prentice property, and will at once give it a thorough overhauling preparatory to making it his permanent home. The price paid was $1,500 which is considered almost dirt cheap.

Officers of Willamette Encampment, I. O. O. F.: Geo. Williams, C. P.; T. O. Barker, H. P.; William Waldo, S. W.; H. H. Gilfry, J. W.; C. M. Parmenter, Scribe; J. D. Jordan, Treasurer; H. H. Gilfry, Thos. Jordan and C. M. Parmenter, trustees.

A large party of Salem young folks were invited out to John Savage's yesterday, where they were most hospitably entertained by "Aunt Martha," who delights in such visits. The barouche (?) which conveyed them thither was a gorgeous affair in every sense of the word.

Officers of Salem Lodge No. 4, A. F. & A. M.: A. A. McCully, W. M.; Warner Breyman, S. W.; G. G. VanWagner, J. W.; J. H. Albert, Treasurer; T. H. Reynolds, Secretary; Wm. Armstrong, S. D.; J. W. Meridith, J. W.; Chas. S. Matthieu, Tyler; A. Levy and James McGhee, Stewards.

The following is the list of officers of Pacific Lodge No. 50, A. F. & A. M., for the ensuing Masonic year: H. H. Gilfry, W. M.; F. J. Babcock, S. W.; R. A. Pratt, J. W.; E. D. Sloat, Treas.; Thos. H. Cox, Sec'y; J. B. Boynton, S. D.; S. Adolph, J. D.; A. Kelly, Tyler; H. A. Johnson and T. B. Wait, Stewards.

A quintette of young men engaged a pair of trucks yesterday which, together with the team attached, was profusely decorated with flags, and was used to convey them around the city in making their new year calls on their lady friends. It was a jolly crew, and the "jing a gangle" of their sleigh and cow bells created a lively sensation wherever they were listened to.

The party given at the Chemeketa Hotel on Friday evening last, under the auspices of the Salem Social Club, proved an immense success in every particular. The rooms were neatly decorated, the trimmings in the parlors being highly suggestive of exquisite taste. The music furnished by Prof. Parrish, of your city, who acted as prompter, was as fine as any ever furnished in this city. About sixty-five couple were present, including the fashion and *elite* of the capital. The managers certainly deserve great credit for bringing the affair to such a brilliant as well as satisfactory termination.

For Gents' Fashionable Clothing go to Kohn's, corner First and Morrison streets.

What you cannot find at Fabre's it is useless to try elsewhere to find.

In the business center is Barnes', at Central Market. Try his lunches.

Indescribable—the display at B. L. Stone's. You must see it.

Mrs. B. A. Owens, M. D., Office and residence, east side First street, between Yamhill and Taylor. Special attention given to Women and Children complaints. Also gives Medicated Vapor Baths, combined with Electricity, in treating Rheumatism and Chronic Diseases.

Only a few days more to buy jewelry—the best at B. L. Stone's.

At cost, Boys' Clothing, at Kohn's.

Says Mrs. ... S. Blake, M. D.: "Dr. Warner's Health Corset restores the lost development of the bosom."

FINNEN'S HAVANA CIGAR STORE,

Opposite Strowbridge's Block, has on hand and for sale a large assortment of fine Cigars, Chewing and Smoking Tobacco, the best, cheapest and largest assortment in the city. Call, judge for yourself, and be convinced that I give more satisfaction for your money than any other retail store here.

98 FIRST STREET.

PROGRESS CLUB ROOMS.

I have taken charge of the Progress Club Rooms, and cordially invite the former guests of the Club and my acquaintances. Lunch from 12 to 1 P. M. The fine Hall and Rooms will be rented to Clubs, also for Private Parties, Balls, etc.

H. BRENNER.

OMNES PROSINT.

WM. PFUNDER,
APOTHECARY & CHEMIST,
Ankeny's New Market Theater Block
Portland, Oregon.
Pure Drugs, Chemicals and Medicines.

NOTICE.

The undersigned in taking leave of Portland returns his sincere thanks for the liberal patronage that has been bestowed, and would bespeak for his successors a continuance of the same.

Both DRS. BARBER & NICKLIN, are gentlemen in every way competent and worthy of any confidence that may be placed in them, and as such I can conscientiously recommend them to my former friends and patrons.

J. H. HATCH.

CHAS. E. BRAY,
Professor of Music,

Will furnish Balls and Parties with Music of the first quality, as heretofore. Leave orders at SHERMAN & HYDES, or at residence Fourth and Morrison streets.

J. H. BRENNER

Will give the best references in the city as Teacher of
VIOLIN, PIANO & ORGAN.
Northwestern Brass and String Band
Plays the Latest and Best Music.
Prof. PARRISH............Promptor.
Office—At GRAY'S Music store. nd d3m

A. L. FRANCIS,
Dealer in
PIANO AND ORGANS,
Portland, Oregon.

Extra Inducements Offered.

First-class Instruments Sold on Installments, at Greatly Reduced Prices. Old ones taken for part payment. Will visit all parts of the State and Washington Territory.

Pianos and Organs Tuned and Repaired
Address P. O. Box 235.

WEEK OF PRAYER.

At a meeting of the pastors of the Presbyterian, Methodist, Congregational and Baptist churches, it was decided that the above churches be invited to unite their efforts in the noon meeting at the Y. M. C. A. rooms, corner First and Alder streets, from 12 o'clock to 1 P. M., each day of the week of prayer, except Sunday, while the various churches will hold meetings in their various places each evening at 7 o'clock, except Saturday. The following programme was arranged from that recommended by the Evangelical Alliance:

Sunday, Jan. 7th—Sermons on Christian Fellowship.

Monday, Jan. 8—Thanksgiving and Confession in review of the past year.

Tuesday, Jan. 9—Prayer for the Holy Spirit on the Universal Church, Joel II., 28.

Wednesday, Jan. 10—Prayer for families and for those away from home.

Thursday, Jan. 11—Prayer for nations, and for the maintenance of peace.

Friday, Jan. 12—Prayer for Christian Missions at home and abroad.

Saturday, Jan. 13—Prayer for the Christian Sabbath and for Temperance.

Sunday, Jan. 14—The pastor of each church will preach in the morning upon "The Essential Oneness of the Church of Christ, Eph. IV., 5, 6.

On Saturday evening, Jan. 13th, a union meeting in the interest of the temperance cause will be held in each place as may be arranged at the temperance meeting in the rooms of the Y. M. C. A. on Saturday evening Jan. 6.

An urgent request is made of every Christian in the city to pray for the subject mentioned, and a cordial invitation is extended to all persons to attend the noon and evening meetings.

Further notice of the leaders appointed, and the time and place of meeting will appear in the daily issues of the press.

D. ... PIERCE, Secretary.

NOTES FROM ALBANY.

Our regular correspondent, under date of Jan. 2d, sends the following:

The weather remains very pleasant in this part of the country.

Mr. Hyde opened a select school to-day in the old Baptist Church.

The entertainment at the Opera House last evening was a financial success.

The holidays are past, and the New Year is upon us with its stern realities.

The large hotel building at the railroad depot in this place, will be enclosed this week.

The union religious service during the week of prayer, will open at the M. E. church on Monday evening next.

We understand that the lumber for the reconstruction of the Methodist Church will soon be on the ground.

A row occurred last night with some drunken Indians. One young man was stabbed in the face just below the eye.

One firm in this city are shipping by rail 300 barrels of flour per day, this being the amount manufactured by them per day.

A beautiful copy of Wadworth's poems was presented Miss Anna Griffin, (the organist of the Methodist Sunday School), on Sabbath last.

The friends of the Pastor of the M. E. church met at the parsonage Friday evening last, and after refreshments had been served, they retired leaving very many blessings for the family.

The following persons were elected last night as officers of the M. E. Sunday School: Superintendent, Prof. Gilbert; Assistant, Mr. Graham; Secretary, Kasarta; Treasurer, S. Miller; Librarian, Robert Graham.

THE COURTS.

U. S. CIRCUIT COURT—DEADY, J.

TUESDAY, Jan. 2, 1877.

Hugh Waters vs James B. Campbell; motion to strike out parts of replication sustained.

B. F. Dowell vs W. C. Griswold; upon motion order made setting this cause for trial on Monday next at 10 o'clock A. M.

U. S. DISTRICT COURT—DEADY, J.

J. W. Coffin and C. J. Hendry vs vessel known as U. S. Revenue Cutter; decree for the libellants.

Geo. A. Webb, assignee, etc. vs S. Sachs et al; order that venire issue to marshal directing him to summon 18 persons to appear in this court on Friday next at 10 o'clock A. M. to serve as trial jurors.

In re John A. Keller in bankruptcy; objections to proof of debt, with security of R. S. Perkins; hearing upon report of Register; cause argued and submitted.

Court adjourned to Friday next.

COUNTY COURT—WOODWARD, JUDGE.

LAW.

W. B. Magers vs Tim Stapleton; demurrer overruled and defendant allowed until to-morrow to answer.

The South Portland Real Estate Association vs J. P. Cline & E. H. Garling; judgment by default.

H. L. Darr vs Levi Estes, C. L. Carter and Lesour; judgment by default.

August Lobsien admitted to citizenship.

PROBATE.

Estate of Sarah Meagher, deceased; order allowing sale of real estate belonging to estate.

Joseph Buchtel vs Van B. DeLashmutt; cause on trial.

Seattle quarantined a squaw last week. She broke out—with the small pox.

Well, the new year is now fairly begun, and every one has taken to a quiet business-like way. New leaves have been turned, and the most sensible one is to buy, in future, your clothing, etc., at the new store recently opened by Beck & Waldman, the pioneers.

The City Council should pass a vote of thanks to Cyrus Noble and Millard & VanSchuyver for the extraordinary good order in Portland on New Year's day. Noble Whisky does not intoxicate.

GEO. H. CHANCE, J. WELCH.
CHANCE & WALCH,
Dentists,
Office—FIRST STREET,
(Odd Fellows' Temple.)

FLECKENSTEIN & MAYER
12
PORTLAND, OREGON.

Agents for the Pacific Coast,
12 FRONT STREET,
Jobbers & Wholesale Dealers
IN
WINES, LIQUORS
AND CIGARS.

A Very Large Assortment
CONSTANTLY ON HAND.

Branch House of LIVINGSTON & CO., San Francisco.

CITY LICENSES.

LICENSES FOR THE CURRENT QUARTER are now due and payment therefor must be made on or before the 10th inst. at my office, 92 First street.

Liquor dealers must have their bonds approved before payment can be made.

JOSEPH BACHMAN,
Treasurer City of Portland.
Portland, January 1, 1877.

Regular Secretion Essential to Health.

The regular secretion and flow of the gastric juices, and of the bile which the use of Hostetter's Stomach Bitters promotes, are effects which conduce materially to the restoration of health, when the system is disordered. Food is not digested in the dyspeptic stomach because the gastric fluid is deficient, superabundant or vitiated; the liver becomes congested and the bowels constipated because the supply of the bile is inadequate or misdirected. The Bitters rectifies all this, and removes every ill consequences of non-assimilation and billious irregularity. Furthermore, it stimulates the action of the kidneys, by which impurities are, so to speak, *strained from* the blood, and any tendency in the urinary organs to grow sluggish and disordered counteracted. Whether it be used as a means of regulating gastric or billious secretion, and relieving the overloaded bowels, or to promote complete, and therefore healthful urination, Hostetter's Bitters may be relied upon with confidence to accomplish the end in view.

You are Troubled with a Bad Breath.

It annoys your friends as well as yourself. You would like to get rid of it, but scarcely know what means to adopt. We will tell you. Use the fragrant *Sozodont*; it will cleanse and beautify your teeth and leave your breath pure.

ANYTHING IN THE SHAPE OF GREASE is pernicious rather than beneficial in cutaneous eruptions. GLENN'S SULPHUR SOAP, a cleansing, wholesome, anti inflammatory article, is greatly to be preferred to Sulphur and other Ointment used in obnoxious diseases of the skin.

There is, probably, no way in which we can benefit our readers more than by recommending to them for general use *Johnson's Anodyne Liniment*. It is adapted to almost all the purposes of a Family Medicine; and as a specific for coughs, colds, whooping cough, soreness of the chest, ame stomach, rheumatism, spitting of blood, and all lung difficulties, it has no equal that ever we saw or heard of.

The propriety of giving condition medicine to horses, cattle and sheep, was discussed and admitted by many of the Agricultural Societies throughout the State last Fall, and we believe that in every case but one they decided in favor of *Sheridan's Cavalry Condition Powders*. Good judgment.

August Flower.

The most miserable beings in the world are those suffering from Dyspepsia and Liver Complaint. More than seventy-five per cent. of the people in the United States are afflicted with these two diseases and their effects; such as Sour Stomach, Sick Headache, Habitual Costiveness, Palpitation of the Heart, Heart-burn, Water-brash, Gnawing and Burning Pains at the Pit of the Stomach, Yellow Skin, Coated Tongue and Disagreeable Taste in the Mouth, Coming up of Food after Eating, Low Spirits, etc. Go to your Druggist and get a Sample Bottle for a bit; large size 75 cents. Try it—Two doses will relieve you. Agents: Crane & Brigham, Wholesale Druggists, San Francisco.

HAGAN'S MAGNOLIA BALM preserves and restores the complexion; removes freckles, tan and sallowness; makes the skin soft, white and delicate. Its application cannot be detected.

LYON'S KATHAIRON makes beautiful, glossy, luxuriant hair; prevents its falling out or turning gray. It has stood the test of 40 years. Is charmingly perfumed, and has no rival.

WATCHES AND JEWELRY.

"Truth is stranger than Fiction."

I HAVE THE

FINEST ASSORTED STOCK

OF

WATCHES,

DIAMONDS,

JEWELRY

AND

SOLID SILVER WARE

To be found in the City of Portland, and an examination will prove my assertion.

I AM NOT GOING TO REMOVE,

But remain at my OLD STAND, and I shall

Sell at Prices in keeping with the Times,

As they were bought for this

HOLIDAY TRADE

And those wishing to purchase any article in my line will be benefited in giving me a call.

L. C. HENRICHSEN,
No. 109 FIRST STREET.

JOHN B. MILLER,
WATCHMAKER & JEWELER,
No. 93 First St., National Bank Building,

Has just received a large and well selected stock of

Fine Gold and Silver Watches

Manufactured by the most Celebrated Makers in Europe and America. Also,

Watch Chains and Jewelry, Latest Styles,
SILVER AND PLATED WARE.

GOODS of all descriptions known to the trade. Watches and Jewelry cleaned and repaired and warranted.

EVERDING & BEEBE,
Commission Merchants,
EXPORTERS AND DEALERS IN
FLOUR, GRAIN,
OF ALL KINDS.
STAPLE GROCERIES,
FIRE BRICK AND FIRE CLAY,
GRAIN SACKS & TWINE
NO. 27 FRONT ST.,
PORTLAND, OREGON.

LEA & PERRINS'
CELEBRATED

PRONOUNCED BY
CONNOISSEURS
TO BE THE
"ONLY GOOD
SAUCE,"
And applicable to
EVERY VARIETY
OF DISH.

EXTRACT
of a Letter from a Medical Gentleman at Madras to his brother at Worcester, May, 1851.
"Tell LEA & PERRINS that their Sauce is highly esteemed in India, and is in my opinion the most palatable as well as the most wholesome Sauce that is made."

WORCESTERSHIRE SAUCE.

LEA & PERRINS'
SIGNATURE is on EVERY BOTTLE.

Lea & Perrins

JOHN DUNCAN'S SONS,
au9d awlyW NEW YORK.

State Treasurer's Notice.
TREASURER'S OFFICE,
SALEM, Dec. 30, 1876.

NOTICE IS HEREBY GIVEN THAT THERE are funds in the State Treasury for the payment of the following warrants, drawn in the year 1876, to wit: Nos. 1830, 1832, 1831, 1833, 1838, 1831, 1835, 1 0, 26, 120, 163, 164, 168, 169, 196, 197, and 198. Interest on these warrants will cease from this date.

A. H. BROWN,
State Treasurer.
d30d3w

Astonishing Victories!

WHEELER & WILSON

HAS TAKEN THE TWO HIGHEST MEDALS AND TWO DIPLOMAS AT THE CENTENNIAL Exposition—the Gold Medal at the California State Fair—The First Premium at each of the County Fairs in California—The Three Medals at the Oregon State Fair, given for the Best Family Sewing Machine, Best Manufacturing Machine, and Best Series of Samples—First Premium at the Washington Territorial Fair—First Premium at Walla Walla—First Premium at Hillsboro and First Premium at Union-county Fair.

See the Machine for yourself, and believe not opposing Agents who try to make the public believe the defects of the old Wheeler & Wilson are in this—Straight Needle, no brush, no Shuttle—Plate level with the Table, and patent Oil Glands, preventing the work from being oiled by the dripping of oil down the needle bar.

Send Orders to
WHEELER & WILSON MFG. CO.,
98 Third Street, Portland.

JOHN W. GILBERT,
Salem, Oregon,
IMPORTER AND DEALER IN
Boots and Shoes, Shoe Findings, Harness,
SKIRTING, BELTING and LACE LEATHER,
French and American Calf Skins, Upper and Sole Leather, Moroccos, Linings, Etc.
HIGHEST CASH PRICE PAID FOR HIDES AND FURS.

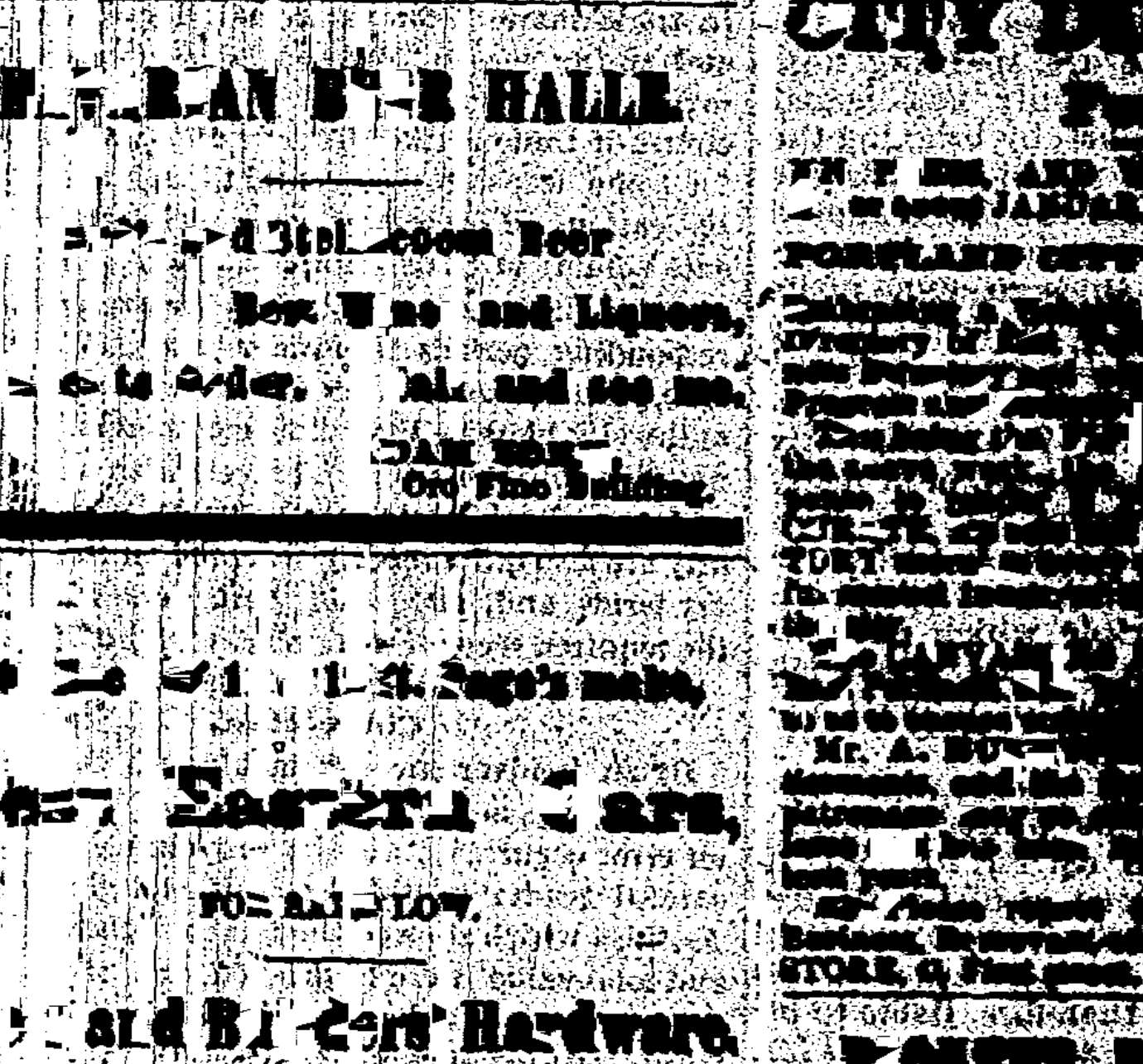
SMITH BROS.' IRON & BRASS WORKS
... Front Street, between Harrison and Hall,
In Fire-proof Building formerly occupied by the Oregon Iron Works Company.
MANUFACTURERS OF
Steam Engines, Saw Mill, Grist Mill and General Machinery, Iron and Brass Castings, Forgings and Pattern Making.
MACHINERY of all kinds made to order on short notice.

WILLAMETTE IRON WORKS,
Incorporated September 16, 1865,
CORNER OF NORTH FRONT AND "E" STREETS.
... Secretary. ... R. THOMPSON, President. PETER TAYLOR, Vice President.

Iron and Brass Founders, Boiler Makers, General Machinists and Engine Builders,
MANUFACTURE AND HAVE FOR SALE
High and Low Pressure Marine and Stationary ENGINES and BOILERS, ... Quartz, Mining and Agricultural Machinery.
Agents for the Celebrated MOORE & PARKER WATER WHEEL ...
REPAIRING OF MACHINERY AND BOILERS promptly ...
THE LARGEST AND BEST STOCK OF PATTERNS ...
Agents for ... [illegible]
JAMES LOTAN, ...

P. ... Nos. ... Water Street, New York.

GOLDSMITH & LOEWENBERG,
... and ... Front Street, ...



STOVE, RANGE ...
FORCE AND ...
[illegible]

... SALOON.
[illegible]

PARLOR ...
... Street, ...
... WINES, LIQUORS AND CIGARS
of the best quality, always on hand.
... to order.
G. FRANK.

SALOON,
And ...
"... BEER
AT THE
... STREETS.

... BEER HALL.
... Beer
Best Wines and Liquors,
... and see me.
... Building.

... Sage's make,
Best Eastern Chairs,
FOR SALE LOW.
... and Builders' Hardware,
MECHANICS' TOOLS,
etc., etc., at
JOEL B. FOSTER'S,
... CORNER STARK

... MON & CO.,
... Front Street,
Dealers in
DOORS, SASH AND BLINDS,
German, French and American
WINDOW GLASS,
Crystal Sheet, Enameled, Stained and Cut
Glass. ... Sizes of
LOOKING GLASS.
Glazing done to order, at San Francisco Prices, and satisfaction guaranteed.

HOUSE MOVING.
W. O. ALLEN.

HAVING SECURED A LARGE ADDITION OF Machinery to my already extensive set of the latest improved Tools for Raising and Moving Buildings, and other heavy bodies, and having full experience in the business, I am prepared to do the same with dispatch. Those having work in my line will please consult me before letting contracts as I am prepared to do work at a still greater reduction in prices. Office and residence, Southeast corner Sixth and Alder, Portland. o3d3m

AUCTION! AUCTION!

... licensed Pawnbroker, ... Washington street, between First and Second, ... and ... has first class ... Jewelry, Revolvers and other articles that he will sell during the Holidays at auction prices. Persons requiring money will find it to their advantage to call on him, as his terms ... reduced ... less than one half on former charges. ... done at the lowest ... transactions strictly private. ... articles of every description bought and ...

MONEY.

$... TO LOAN ON IMPROVED CITY Property. W. LAIR HILL.

CITY D...
... AND ...
... JANUARY ...
PORTLAND ...
[illegible]

POWERS & ...

W. C. NOON,
FRONT AND ... Streets,
Bags, Sails and Tarpaulins
Made and Repaired.
Fisherman supplied with ... rates.
Large supply of ...

CHAS. LOUIS KUHN,
Cor. Third and Alder Streets, Portland, ...
DEALER IN BILLIARD AND BAR ... Goods of all descriptions. ...
Brunswick & Balke Co. Standard ... Virginias Pool Tables, etc. etc.

East Portland Assessment Roll.

NOTICE IS HEREBY GIVEN THAT THE Assessment Roll for the City of East Portland for the year 1876 has been returned to the Board of Trustees by the City Assessor, and will remain open for inspection at the office of the Recorder and Auditor until the first day of January, 1877. All applications for the correction of errors in the valuation and listing of property must be filed with the Recorder prior to that date.

By order of the Board of Trustees.

I. N. SANDERS, Recorder & Auditor.
East Portland, Dec. 6, 1876. d7td

J. H. FISK,
ASSAYER AND METALLURGIST,
No. ... Stark street,

ANALYSIS OF ALL KINDS OF ORES AND Metals. Prompt attention paid to orders from all parts of the country.

Highest price paid for Gold Dust and Gold Bars.

K. of P.—EXCELSIOR LODGE No. 4, MEETS EVERY WEDNESDAY EVENING AT ... o'clock, in Castle Hall, corner of First and Taylor streets. Members of sister Lodges and sojourning brethren are cordially invited to attend.

... ROGERS, C. C.
GEO. S. H. JACKSON, K. of R. and S. s2d1st

The Daily Oregonian.

WEDNESDAY MORNING, JAN. 3, 1877.

JUDGE DEADY'S DECISION.

[Concluded from First Page.]

erty in the thing under this contract would remain in the builder until the final completion and delivery of the vessel. This being so, it is difficult to perceive how the execution of a bond in *half* the contract price for the faithful performance of the contract could have the effect to change it in this respect or show that the parties to it entered into it with any intention other than that which appears upon its face. Neither is it material to consider whether this contract *is*, upon this view of it, a provident or improvident bargain upon the part of the United States, or, however that fact may be, it would furnish no sufficient reason for giving it a singular or extraordinary construction. But so far as appears, the government has ample means under the contract to protect itself. The law being that the payment of the installments binds the builder to finish and deliver the identical vessel which they have been used to construct—Andrews v. Durant, *supra*, 41—under the circumstances it would be almost impossible to impose of the property to an innocent purchaser, so as to deprive the government of this security for the payments. Besides, before making a payment, the United States can ascertain, through its superintendent, if the accounts for labor and materials have been so far satisfied, and if not, an amount equal thereto may be withheld from the contractor or directly applied to their payment; in addition to which it may rely upon the bond for indemnity, in case it is compelled, or, from a proper sense of justice, consents to pay any unsatisfied claim for work or materials used in the construction of the vessel and which constitutes a lien thereon. A contract "to build and deliver a vessel, [illegible] complete in all respects," is hardly complied with while any valid lien or encumbrance, growing out of the acts or conduct of the builder, exists upon it.

The libellants having furnished labor and materials, at the request of the Oregon Iron Works, to equip a vessel then belonging to said corporation, by the law of Oregon—Or. Code, p. 656, § 17—they have a lien thereon for the value thereof. But, admitting this fact, the claimant objects that the court has no jurisdiction to enforce such lien, because said labor and materials were used in the construction of a domestic vessel in her home port—in other words, that the contract of the libellants was to furnish materials *to build* a vessel, and is therefore not maritime.

So far as this court is concerned, this question was decided in the case of *The Eliza Lind*, Nov. 24, 1875. It was then held that a contract "to equip, fit or furnish a vessel after she is *launched and afloat* is a maritime contract." The materials of which a vessel is composed, said the court in that case, "being put together in a certain form, so as to float upon the water and transport or bear up freight or passengers," became a ship "at the moment when she leaves the ways and her keel strikes the element for which she was originally designed. That is the moment of her birth as a ship, and the occasion when a name is usually bestowed upon her. After that all contracts to equip, furnish or repair this machine have direct reference to a vessel in esse with capacity for locomotion and transportation on navigable waters, and are therefore maritime."

Following this decision, the soundness of which I have yet no cause to doubt, the objection to the jurisdiction is not well taken. This vessel was built, launched and afloat upon the navigable waters of the State, within the ebb and flow of the tide when the libellants furnished these materials. They consist of [illegible], anchors, cordage, ropes and sails, and were used in rigging and equipping a ship already in existence and afloat.

The contract being maritime, and the local law giving a lien for the price of the materials, it may be enforced in the admiralty. The [illegible], 21 Wall. 579.

[illegible] the maritime nature of the contract and the lien of the libellants, the claimant further objects that they cannot maintain this suit, because, it is alleged, the property is and has been in the possession "at all times during the construction thereof" [illegible] of the United States. The case of The [illegible] are relied upon.

[illegible] party may acquire [illegible] the ownership is [illegible] such lien may [illegible] can be done without [illegible] of [illegible] may be [illegible] upon the authority of this case, [illegible] a lien upon the vessel [illegible] the progress of construction she [illegible] of the United States, [illegible] from the payment of the [illegible]. For even upon that [illegible] the contractor, who was [illegible] to provide the labor and materials necessary for her construction [illegible] while so doing, the [illegible] the United States. But it [illegible] material [illegible] the question of possession, or know in whom was the ownership of the property, that matter was [illegible].

[illegible] possession by the United States sufficient to protect or exempt the [illegible] from the process of the court and [illegible] enforcing a valid lien [illegible] in the case of *The* [illegible]. The possession which [illegible] must be an actual possession [illegible] and not that mere constructive possession [illegible] by reason of [illegible] under circumstances favorable to [illegible] implication. We are speaking now [illegible] which can only be changed [illegible] of the court, by bringing the [illegible] into collision with the [illegible] of the government if the latter should [illegible]. The possession of the [illegible] some of its [illegible] in the sense of any [illegible] of the government with [illegible] of the property, coupled with its actual [illegible] is a sufficiently [illegible] of the possession of property [illegible] to prevent any unseemly [illegible] the court and the subordinate [illegible] of the government, and which is [illegible] the principle which exempts [illegible] judicial process.

[illegible] said in that case [illegible] to the United States, in [illegible] carrier to whom it [illegible] an agent of the United States to transport and deliver to another [illegible] was not in the possession of the United States, and was therefore liable to be [illegible] a suit to enforce a lien against it for [illegible]. In considering this question of possession the court also say, that the absence in this country of any power in the officers of the government to submit a case to the jurisdiction of the court as that exercised in England, tends to justify a liberal construction of the rule on which we are to act *in favor of the promotion of justice*;" in other [illegible] that the absolute exemption of the property of the government from the lawful claims of the citizen is in its nature an odious and unjust rule, and therefore ought not to be favored by the courts.

Tried by the light of the circumstances and the rule in the case of *The Davis*, I am unable [illegible] that it can be claimed that the United States was ever in possession of this vessel. The contract is the test and measure of the relations and rights of the respective parties. Under it the superintendent was not a "*person charged on behalf of the government with the control of the property*," but only with the duty of being present and inspecting and rejecting or approving the material provided by the contractor for the construction of the vessel, for which purpose the contract provides that he shall have "full access to the work and full facilities for the inspection" of the same. Beyond this the contract gave him no authority or control, and this is not possession nor anything which savors of it. And if, in fact, he acquired any possession not authorized by the contract and his instructions, such possession would not be that of the United States, but the possession of a stranger and possibly a trespasser. The possession necessary to exempt the property from the process of the court must be *rightful*—according to law—and it is not shown how such a possession can exist without a general or special property in the thing, being in the government at the same time.

By the terms of the contract the vessel was the property and in the possession of the contractor until completed and delivered to the United States, after a successful trial trip at sea for 24 hours. During this period she was under the control and at the risk of the contractor. If she was destroyed by fire or even sank at sea in a storm while making her trial trip, there would be a failure to perform the contract, and the loss would fall upon the owner, the Oregon Iron Works. Thompkins v. Dudley, 25 N. Y., 272, and the cases there cited.

But in case of the failure of the contractor "to fulfill the stipulations" of its part of the contract, it is provided that "the secretary of the treasury is authorized" to direct the purchase "of all the necessary materials and cause the construction and equipment of the vessel to be completed" as provided in the contract, and at the expense of the contractor. And now it is claimed that the Iron Works, having given notice on November 1, of its inability to further proceed with the contract, that the vessel is, by reason of that fact, in the possession of the United States since that date.

The United States is not bound in case of the failure of the contractor, to take possession and complete the vessel. It has the option; and it may do so or it may elect to rely upon its bond or the liability of the contractor or both. Up to the time of the seizure, it had done nothing towards the exercise of this option. Its officers and employes continued in the same position and relation to the property from the time of the suspension of the contractor to the seizure, that they had before. Nothing was done towards the completion of the vessel, and the superintendent had no instructions from the secretary to take possession and proceed with the work, and therefore he was not authorized to do so, and did not. When the secretary was advised of the seizure he telegraphed to the superintendent substantially to get possession of the vessel and complete her under the terms and contract with the Iron Works.

It is claimed by counsel for claimant that the statements in these telegrams are not to be treated as an admission by the United States that it was not then or had not been in the possession of the property, but rather as an assertion that it had been deprived of its possession by the process of the court, while instructing its officer to get it back again. The explanation is ingenious and plausible, but I think the more reasonable inference from all the facts, is that the Secretary did not consider that the vessel had yet been in the possession of the United States. If the instruction had been given upon the theory assumed by counsel, the language of it would more likely have been, not simply—"get the possession"—"get the legal possession"—but, "get *back* or *regain* the possession." But, be this as it may, the mere assumption or impression of the Secretary, that the United States was in possession would not make it so in fact. So far as appears from the evidence, the United States by these telegrams first attempted to exercise its option under the contract and take possession and complete the vessel. But in the meantime she has been taken possession of by the marshal under the process of this court as the property of, and in the possession of the Iron Works, at the suit of citizens who have a valid and subsisting lien upon her for materials used in her equipment and furnished by them at the request of the builder while she was in the possession of the latter, and doubtless upon the faith of such security. If under these circumstances the United States desires to get possession of the vessel for the purpose of completing her and protecting its interests therein, it is meet and right, and so is the law, that it shall first satisfy this lien of the libellants.

But even supposing that the United States had exercised its option before the seizure herein and was then engaged in completing the vessel under the contract with the Iron Works, I do not think its possession would be sufficient to defeat this suit. As against the libellants, its possession, it appears to me, would be merely that of the Iron Works, for whom and on whose account it was finishing the vessel in a certain contingency expressly provided for in the contract.

It would not be the owner of the vessel or have any other right or interest therein than it had before exercising such option. It would complete the vessel at the expense of the Iron Works, even if it cost more than the stipulated price, and the latter and its bondsmen would be liable for the excess. By exercising such option it would not thereby accept the vessel or be bound to accept it when completed unless it proved satisfactory upon the final trial trip. Of course, in undertaking to complete the vessel for the Iron Works it would be bound to exercise ordinary skill and diligence in the care of and work upon the property, and could not rightfully refuse to accept it for any cause which was the result of its own negligence or want of skill. But subject to this limitation, the vessel would be at the risk of the contractor until received, and be subject to be rejected if it did not in all respects come up to the requirements of the contract.

Under these circumstances it seems to me impossible in the nature of things that the United States can be at the same time the owner of the vessel or in the possession of it, otherwise than as the agent and representative of the Iron Works.

There must be a decree for the libellants.

Cyrus A. Dolph and *Charles B. Upton*, for the libellants.

Rufus Mallory and *W. Lair Hill*, for the United States.

FINANCE AND COMMERCE.

Financial.

TUESDAY EVENING, Jan. 2, 1876.

Gold in New York, 107⅛.

Legal Tenders in Portland—buying 92; selling 93.

Silver Coin—buying, 94; selling, 95.

The principal feature in local financial circles is the finishing up of the old year's business and preparation for future operations. The year begins with a fair supply of capital both in reserve and in general circulation, and thus far the auspices are favorable for a large volume and general activity in trade matters for the remainder of the winter and spring season. Without the intervention of some disturbing element now unforeseen, the course of trade is likely to flow on quite smoothly for some weeks to come, and though there are no indications of especially great activity, the aggregate volume of transactions in financial and commercial circles are fully up to the average of corresponding periods in former years. We note no change in the usual rates for loans and discounts at the city banks. First class commercial paper is not plentifully offering and meets with a good deal of favor. Real estate mortgages on eligible property are also quite readily accepted on the customary terms, and, altogether, borrowers who proffer the required securities are able, with but little difficulty, to secure all needed accommodations.

Correction.

By an inadvertence in making up the table of flour exports to Europe, in our New Year's edition, an error occurred which is provoking, though the careful reader would detect it at a glance. The footings which showed the total number of barrels and total value were transposed, and should have shown whole number barrels shipped to Europe, 140,978, of the value of $711,419.

The Wheat Market.

The new year opens with a good deal of uncertainty prevailing in the market in regard to wheat and flour. Prices are unchanged in the local market, but some signs of weakness are manifested. A few transactions are reported at about the same figures which prevailed last week, but the tendency is evidently downward on account of European intelligence, which will be found elsewhere in this paper. As the market stands at present, buyers are only taking the offers sufficient to supply their immediate wants, and, in fact, but little more than is necessary for this purpose is now on the market for sale. The fact is becoming more nearly apparent than before that the bulk of the surplus has changed hands already, and some shippers claim that 20,000 tons is rather above than under the quantity yet for sale in the State. As an offset to the slightly weakening tendency in the price of breadstuffs, the river transportation on the Upper Wallamet has also made a turn in favor of shippers, and freights have receded a very considerably figure. The growing scarcity of produce in the interior for shipment and opposition in the carrying business are assigned as the causes of the reduction. The current quotations for wheat to-day are $2@2 05 per cental, with an unsteady market, and some buyers off at the maximum figures.

Shipping Intelligence.

The steamship Ajax will be due at San Francisco to-morrow.

The Br bark Loch Fergus, Capt Cann, has cleared for Queenstown with a full cargo of wheat.

The following vessels are being loaded with grain and flour, and will have quick dispatch: bark Alice Davis, Eden, Adele, Sabina, Cashmere, Lowmont and Glencoe.

The Br ship City of Cashmere, Capt. Boyce, has cleared for England with a cargo of wheat.

We learn that the Br ship Flecheso, which arrived at Astoria last week, has been ordered back to Valparaiso in ballast and has probably sailed.

Liverpool Grain Market.

LIVERPOOL, Jan. 2.—Wheat, 310,000 quarters; corn mixed, 140,000; flour, 29,000 barrels, 7,000 sacks. Receipts wheat the last three days, 62,000 quarters, American 51,000.

San Francisco Markets.

[BY TELEGRAPH.]

SAN FRANCISCO, Jan. 2.—Flour—Extra jobbing, at $6 25@7 25, payable in silver.

Wheat—Cargo lots held firm at $2 25; small lots of shipping difficult of sale at $2 20; millers are obliged to pay from $2 20 to $2 25 for selected parcels.

Barley—Feed, $1 15@1 20; brewing, $1 25@1 30.

Oats—$1 60 to $2 for all kinds feed.

Potatoes—40c to $1 for all kinds.

Hay—Cargo lots, $10@17.

Dairy products—Fresh roll butter, 30@35c; cheese, 13@28c; fresh laid Cal. eggs, 40c.

Gold—107.

Legal Tenders—93¼@93⅜.

Trade dollars, 101½@101¾; halves, 93¼@94¼.

Liverpool wheat market to-day, 11s@11s 3d for average California; 11s 2d@11s 8d for club.

Shipping Intelligence.

[BY TELEGRAPH.]

SAN FRANCISCO, Dec. 31.—Arrived—Bk Caroline Reed, Port Blakely; brig Levi Stevens, Seattle; ship Coquimbo, Port Madison; bk Oakland, Port Madison; bk Lizzie Williams, Seattle.

Sailed—Bktn Tam O'Shanter, Astoria; bk J. B. Bell, Seattle; bk King Philip, Port Gamble; bk Samoset, Tacoma.

SAN FRANCISCO, Jan. 2.—Arrived—Russian gunboat Vastock, Vladivostock; stmr Empire, Coos Bay; stmr Dakota, Victoria; stmr Geo. W. Elder, Astoria.

Sailed—Bktn Melancthon, Nanaimo; Osmyn, Seattle; bk Oak Hill, Port Blakeley; Br bk Parknook, Liverpool.

EXPORTS.

Per Br. bark Loch Fergus, dispatched by Corbitt & Macleay, Jan. 1st, to Queenstown—28,570 centals of wheat, valued at $59,680.

Per Br. ship City of Cashmere, dispatched Jan. 1st by Allen & Lewis, to Queenstown for orders—30,009 centals wheat, valued at $60,018.

BANKS.

OREGON & WASHINGTON

MORTGAGE SAVINGS BANK,

(LIMITED)

9 First St., Ankeny's Building, Portland.

Board of Directors.

DONALD MACLEAY, B. GOLDSMITH, J. B. MONTGOMERY, and WILLIAM REID, Portland, and J. T. BROWN, Olympia, Director for Washington Territory.

THIS SAVINGS BANK

Receives deposits from $2 and upwards, either for short or long periods at fixed rates of interest.

Security to Depositors.

1. The Bank's $300,000 capital specially subscribed and pledged for security of depositors' moneys, in order that all losses (if any) shall be made therefrom, and

2. The mortgages, assignments, and other securities on which the Bank's deposits are carefully loaned.

Hours—10 to 3 P. M. Saturdays, 10 to 1; open on Saturday evenings from 7 to 8 for receiving deposits only. For further information apply to

WILLIAM REID, Managing Director.

BANK OF BRITISH COLUMBIA.

Incorporated by Royal Charter.

Paid up Capital.........$2,000,000

With power to increase to $10,000,000.

HEAD OFFICE...London.
BRANCHES.........Victoria (B. C.), San Francisco and Portland.

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NEW YORK...... CHICAGO......... CANADA...........	Bank of Montreal.
MEXICO & SOUTH AMERICA	London Bank of Mexico & South America.
IRELAND...........	Bank of Ireland.
SCOTLAND.........	British Linen Company.
ENGLAND..........	National Provincial Bank of England.
LIVERPOOL.........	Bank of Liverpool. North & South Wales Bank

This Bank transacts a General Banking business. Deposits received on current account, subject to check.

Interest allowed on Time Deposits at six per cent (6 pr ct) per annum for periods of three months and upwards.

Approved Bills discounted. Loans made on available security. Collections made promptly.

Exchange sold on London, Liverpool and on the principal towns and cities in Ireland and Scotland from £1 upwards. Also on all places in Canada in sums to suit. Coin and Currency drafts and Telegraphic Transfers on New York and Chicago.

Commercial Credits granted, available in Europe, New York, China, Japan, South America, Australia and New Zealand.

FRED'K. TOWNSEND, Manager.

LADD & TILTON, BANKERS.

DEPOSITS RECEIVED, AND COIN AND CURRENCY accounts kept, subject to Check at sight.

COLLECTIONS made and proceeds promptly remitted.

INTEREST FROM DATE paid on Coin Time Deposits.

Coin & Currency Exchange

(Sight and Telegraphic,) for sale on

SAN FRANCISCO, NEW YORK,
ST. LOUIS, CHICAGO.

Bills of Exchange,

Drawn in the usual way, for any sum desired, on

LONDON, HONG KONG,
PARIS, BERLIN,
FRANKFORT-ON-THE-MAIN.

THE FIRST NATIONAL BANK

OF PORTLAND.

Designated Depositary and Financial Agent United States.

President...............HENRY FAILING,
Cashier.....................JAMES STEEL.

DEPOSITS RECEIVED IN COIN OR CURRENCY subject to check at sight.

INTEREST ALLOWED on Time Deposits of Coin.

LETTERS OF CREDIT issued available in the Atlantic Cities.

SIGHT EXCHANGE AND TELEGRAPHIC TRANSFERS payable in Coin or Currency; for sale on NEW YORK, SAN FRANCISCO, CHICAGO, ST. LOUIS.

SIGHT or SIXTY DAY BILLS drawn in sums to suit, direct on
LONDON, PARIS,
BERLIN FRANKFORT-ON-THE-MAIN

THE RETAIL BANK, Limited.

THIS BANK CAN GIVE SATISFACTORY REFERENCES from leading men of Oregon; that whatever security is guaranteed to depositors through the Capital Stock being limited is vouchsafed to the public in our case in its fullest sense.

Other than the above we can only refer the people of Oregon for reference to the fact that "we still live," and the further fact that according to the laws of Oregon, not only our bank assets (including office fixtures) are pledged for the payment of our liabilities, but every dollar of our private fortunes are liable to the bank creditors, and said private fortunes, too, are "limited." A friend suggests that our office fixtures are "limited" but he is trying to "bear" our credit, and we warn you against him.

DELASHMUTT & OATMAN.

MARK & JORGENSEN,

No. 26 North Front Street, Portland, Ogn.

Sole Agents for

CHAS. REBSTOCK & CO.,

St. Louis, Mo.

AMERICA'S FINEST WHISKIES,
Stonewall Old Fashion Copper Whisky.
Nelson Co., Ky.
Snow Hill Fire Copper Bourbon,
Paris, Ky.
Importers of Foreign Wines & Liquors.
Depot of Julius Dressel's
SONOMA VINEYARD.

JAS. L. KING, Notary Public. EDW'D CHATTIN, Commissioner for Oregon

KING & CHATTIN,

(Successors to F. J. Thibault, deceased.)

Notaries Public, Commissioners of Deeds

For all the States and Territories.

CONVEYANCERS,
REAL ESTATE AND GENERAL AGENTS
Office—428 California St., San Francisco, California.

Particular attention given to the taking Depositions. d23d&wlpw6m

RAILROADS.

Oregon & California R. R. Co

To Take Effect Sunday, Sept. 17, 1876, at 12 o'clock Noon.

DAILY (EXCEPT SUNDAY),

As follows:

PORTLAND AND ROSEBURG

LEAVE.		ARRIVE.	
Portland	7:30 A. M.	Roseburg	7:00 P. M.
Roseburg	5:00 A. M.	Portland	4:[illegible] P. M.

ALBANY EXPRESS TRAIN.

DAILY, (EXCEPT SUNDAYS)

As follows:

LEAVE.		ARRIVE.	
Portland	3:50 P. M.	Albany	8:25 P. M.
Albany	5:30 A. M.	Portland	10:05 A. M.

FREIGHT TRAINS

DAILY, (EXCEPT SUNDAYS) AS FOLLOWS

LEAVE.		ARRIVE.	
Portland	6:15 A. M.	Junction	6:00 P. M.
Junction	5:45 A. M.	Portland	5:15 P. M.

The Oregon and California Railroad Ferry makes connection with all Regular Trains.

Close connections are made at ROSEBURG with the Stages of the Oregon and California Stage Company.

Tickets for Sale to all the principal points in California and the East, at Company's Office,

Cor. F and Front Sts., at Ferry Landing

PORTLAND.

Storage will be charged on freight remaining in Warehouse over 24 hours.

Freight will not be received for shipment after 5 o'clock P. M.

J. BRANDT, Jr., Gen'l Sup't.

E. P. ROGERS,
Gen'l Freight and Passenger Agent.

Northern Pacific Railroad.

PACIFIC DIVISION.

KALAMA TO TACOMA.

DAILY, (SUNDAYS EXCEPTED.)

LEAVE.		ARRIVE.	
Kalama	11:20 A. M.	Tacoma	5:30 P. M.
Tacoma	6:30 A. M.	Kalama	12:30 P. M.

CONNECTIONS

At Kalama with O. S. N. Co.'s Boats for all points on Columbia River.

At Tenino with stages for Olympia.

At Tacoma with Steamers for Seattle, Olympia and all other points on Puget Sound.

On Saturday and Wednesday at 6 A. M. with steamers for Port Townsend, Victoria, Nanaimo, New Westminster and Fraser River.

Connecting Tri-Monthly with Pacific Mail Steamship Co.'s Steamers from VICTORIA to SAN FRANCISCO.

Through fare from Portland to San Francisco:
Cabin...............$25 00 | Steerage...........$12 00

Through Tickets for sale at the office of the O. S. N. Co., Portland, Or.

J. W. SPRAGUE,
General Superintendent.

H. W. FAIRWEATHER,
General Ticket Agent.

HOTELS AND RESTAURANTS.

SOL'S RESTAURANT!

THE BEST ON THE PACIFIC COAST AND THE only one in Portland with

Four Elegant Parlors Attached

For the use of Families and Private Parties.

Whatever Delicacies the market affords will be found at this place. Ladies will find the most convenient place to lunch while out shopping, where they will have the most polite attention.

Eastern Oysters a Specialty.

SPECIAL NOTICE!

OCCIDENTAL HOTEL.

ON AND AFTER THIS DATE THE RESTAURANT connected with this House will be conducted by the Proprietors.

Nothing will be left undone to make guests feel at home, and by strict attention to business we hope to continue the very liberal patronage heretofore bestowed on this popular House.

Free Coach to and from the House.

S. D. SMITH & THOMAS SMITH,
Proprietors.

REMOVED

To FIRST STREET, opposite Odd Fellows' Hall,

FOURNIER & WILBRO'S

PIONEER CHOP HOUSE.

OPEN DAY AND NIGHT.

THE BEST THE MARKET AFFORDS.

Private Rooms for Ladies, Gentlemen or Parties. Orders out of the house promptly attended to.

METROPOLIS HOTEL,

Corner First and Main Streets.

THE UNDERSIGNED, FORMERLY OF THE Multnomah House, having repainted and refurnished the above named Hotel, is now ready to accommodate the public in a satisfactory manner at the following rates:

Board and Lodging, per week	$5 50
Board per week	4 50
Board and Lodging, per day	1 00

The Table will always be supplied with the best the market affords.

JOHN SCHADE, Proprietor.

THE OXFORD OYSTER SALOON,

Oak Street, 2d door west of Neppach's Drug Store.

WITH SEVERAL YEARS' EXPERIENCE IN the business the undersigned warrant their numerous friends an excellent dish of

Shoalwater Bay or Eastern Oysters

prepared in every style known to epicureans.

We are prepared to supply Oysters in any quantity. WALLER & SON.

EASTERN OYSTERS by every Steamer.

St. Charles Hotel Restaurant.

PORTLAND, OREGON.

A. J. FLEUROT...........PROPRIETRESS.

THE DINING HALL

Has been removed to the Ground Floor—a Private Stairway from the Ladies' Parlor leading thereto.

It has been determined to spare no pains in making this

The Best Restaurant in the City.

Free Coach to and from the House.

THOMPSON'S 2-BIT HOUSE.

No Deception There. Hi yu Muck-a-Muck and here's your Bill of Fare.

THREE KINDS OF MEAT FOR DINNER; also for Breakfast and Supper. Ham and Eggs every other day, with plenty of hot tea and coffee for dinner, water if you call for it, with fresh rolls and cakes in abundance. Now's your time to get the wrinkles out of your bellies after the hard winter.

Board and Lodging, per Week, $5 00
Board, $4 00; Day, $1 00.

N. B.—Having started a Labor Exchange, I request the owners of Fisheries, Sawmills, Bosses in Logging-Camps, and Farmers in want of hands; old Farmers, Ranchers and Batchies, in want of wives and housekeepers, to send me word by post or otherwise, and I will try to supply their wants. No pay required.

Sailors will find this Temperance House with every chance of employment on shore.

LAW CARDS.

T. A. M'BRIDE,
ATTORNEY AT LAW.
Office in Monnastes' Brick, First street, Portland.
n17d3m

B. WHITTEN,
ATTORNEY AT LAW,
Office—Opposite Court House,
Court Street, Dalles City, Oregon.
d19d5m

H. H. NORTHUP. W. D. GILBERT.
NORTHUP & GILBERT,
ATTORNEYS-AT-LAW,
Room, No. 8 Dekum's Building,
Portland, Ogn.

SYL. C. SIMPSON. JNO. B. WALDO.
SIMPSON & WALDO,
ATTORNEYS-AT-LAW,
No. 12 Dekum's Building.

WHALLEY & FECHHEIMER,
Attorneys at Law,
rooms Nos. 7 and 8 in Glisan's Building, corner First and Ash Streets, Portland.

EVERDING & FARRELL

DEALERS IN

Wheat, Flour, Mill Feed,

BACON,

Hay, Straw, Oats, &c.

FRONT AND ALDER STS., PORTLAND

OCEAN STEAMERS.

FOR SAN FRANCISCO, DIRECT.

CARRY NO U. S. MAILS.

THE OREGON STEAMSHIP COMPANY'S Steamer

AJAX.

PETER MACKIE..........................Commander

Will leave the Company's Wharf at Foot of F street for the above port on

SATURDAY, JANUARY 6, 1877,
At 6 o'clock A. M.

For Freight or Passage apply at the Office of the Company, corner F and Front streets.

GEO. W. WEIDLER, Agent.

PACIFIC MAIL STEAMSHIP CO.

FOR SAN FRANCISCO,
VIA TACOMA.

THE FIRST CLASS IRON STEAMSHIP

CITY OF PANAMA.

Passengers for San Francisco via Victoria will leave Portland per Steamer "Welcome," on

SATURDAY, JAN. 6, 1877, AT 6 A. M.

THROUGH FARE, from Portland to San Francisco
Cabin.............$25 00 | Steerage..........$12 00

Tickets for sale at Office Oregon Steam Navigation Company, corner Front and Ash streets, up stairs.

Through Tickets sold to China, Sandwich Islands, Australia, New Zealand, Panama and New York.

RIVER STEAMERS.

THE WILLAMETTE

Transportation and Locks Co's

STEAMERS leave PORTLAND from the Company's Wharf, between Washington and Alder streets, as follows:

FOR DAYTON—Tuesday, Thursday and Saturday at 7 A. M.

For SALEM, ALBANY, CORVALLIS and Way Landings, Monday, Tuesday, Thursday and Friday, at 6 A. M.

For Lightering and Towing of Vessels.

Between Portland and Astoria apply at the office of the Company, near corner of Front and Washington streets.

FRANK T. DODGE, Agent.

Oregon Steam Navigation Co.

PASSENGER SCHEDULE.

PASSENGERS LEAVE PORTLAND

FOR DALLES—Daily, (except Sunday), at 5 o'clock A. M.

FOR VICTORIA—Wednesday and Saturday at 6 A. M.

FOR KALAMA, TACOMA AND SEATTLE—Daily (except Sunday), at 6 A. M.

FOR ASTORIA—Daily, (except Sunday,) at 6 A. M.

For Cathlamet, Bay View and Skamockaway—Monday, Wednesday and Friday, at 6 A. M.

For Westport, Clifton and Knappa—Tuesday, Thursday and Saturday, at 6 A. M.

J. C. AINSWORTH, President.

"CITY OF SALEM"

Will Leave Pacific Wharf for

CORVALLIS

AND INTERMEDIATE POINTS, ON

Wednesdays and Saturdays,

At 6 o'clock A. M.

U. B. SCOTT & CO.

Z. J. HATCH, Agent.

STEAMER S. T. CHURCH

WILL RECEIVE FREIGHT ON old P. T. Co. Wharf on and after Dec. 27th for

CORVALLIS

and intermediate points. For rates apply on wharf or on board.

J. W. COCHRAN & CO.

Portland & Vancouver Packet.

THE STEAMER VANCOUVER,

JAS. T. GRAY, Master,

WILL LEAVE FOOT OF ALDER STREET daily, Sunday excepted, at 2:30 P. M. Returning, leave Vancouver at 8 A. M. For freight or passage apply on board.

Towing done between 10:30 A. M. and 2 P. M. daily, except Sundays.

MARKETS.

LANEY & BAKER.

Pork and Beef Packers,

AND

COMMISSION MERCHANTS.

We have Superior Facilities for

Smoking, Rendering, Covering, Coloring and Sugar-Curing Meats.

Government Provisions strictly Attended to.

Brick Building, 100 Front St., Cor. Main,
n9d3m Portland, Oregon.

W. W. PAULDING,

PORK PACKER.

Packing House—On G, bet. Tenth and Eleventh.

Highest Cash Price paid for Fat Hogs. d&w

A. H. JOHNSON,

Stalls 26, 27 and 28 Central Market,

Dealer in all kinds of

Fresh Meats.

PACKER OF BEEF AND PORK.

Highest Price paid for all kinds of Fat Stock.

CHRIS. SCHLOTH,

Washington St., near Third,

Is prepared to supply Fresh

Beef, Pork, Mutton, Veal, Etc.

Free delivery to any part of the city.

J. S. KELLER,

Cor. Madison and First Streets,

Is prepared to supply Fresh

Beef, Pork, Mutton, Veal, Etc.,

WHOLESALE AND RETAIL.

PORTLAND MARKET.

E. F. GARLING,

Cor. MORRISON and SECOND STREETS,

KEEPS CONSTANTLY ON HAND the best of all kinds of MEATS. All orders delivered in any part of the city Free of Charge. Also, KOSHER BEEF, VEAL AND MUTTON.

PORTLAND STREET RAILWAY.

The Street Cars

Will run hereafter until further notice from 6 A. M. until 8 P. M.

EVERY 10 MINUTES,

And from 8 P. M. to 11 P. M.

EVERY 20 MINUTES.

The EXACT TIME of passing the various points

Can be seen on the Bulletin Boards

Put up

AT THE CROSSINGS OF FIRST STREET

With Washington, Yamhill, Madison, Clay, Lincoln and Caruthers streets. Also, opposite all the Turnouts, at the Clarendon Hotel and Central Market.

W. H. ANDERSON, Sup't.

F. A. CHENOWETH,
Attorney-at-Law—Corvallis, Oregon.

CITY ADVERTISEMENTS.

Ordinance No. 1876.

AN ORDINANCE TO PROVIDE FOR THE time and manner of improving that part of Pine street lying between Second and Fifth streets.

The City of Portland does ordain as follows:

Section 1. The proposed improvement of that part of Pine street lying between the east line of Second street and the center line of Fifth street as petitioned for by the owners of more than two thirds of the property adjacent thereto shall be completed as hereinafter provided on or before the 15th day of January, 1877.

Section 2. The surface of the street shall be cleared of all timber, planks or other obstructions (sidewalks of the proper level and grade excepted). If the obstructions are not removed within three days after notice from the superintendent of streets they shall be removed and become the property of the contractor.

Section 3. The roadway shall be graded to the depth of 18 inches at the center of the street and 16 inches at the gutters.

Section 4. A foundation course of broken stone shall be spread evenly over the surface a thickness of 8 inches at the center of the street and gradually diminishing to 4 inches at the gutters. The stone shall be broken upon the ground and shall not exceed 8 inches in largest diameter. Upon the foundation course of broken stone a layer of gravel shall be evenly spread to a thickness of 3 inches at the center and 2 inches at the gutters; the street shall then be opened for travel for 10 days, when a second layer of gravel shall be evenly spread of such thickness as will bring the surface of the street to grade. The bottom layer shall be gravel of good quality, free from cobbles or coarse gravel, the top course shall be of clean gravel, none of which shall be over 2 inches in diameter, and free from loam or other impurities except clean sharp sand.

Section 5. The contractor shall take entire charge of the work during its progress, and shall be responsible for any loss or accident resulting from carelessness or neglect.

Section 6. The improvement shall be done and accepted to the satisfaction of the Committee on Streets and Public Property and the Superintendent of Streets.

Section 7. The Committee on Streets and Public Property are hereby authorized to advertise for, receive proposals and enter into contract with the lowest responsible bidder or bidders for the improvement specified in this Ordinance.

Passed the Common Council Dec. 20, 1876.

W. S. CALDWELL,
Auditor and Clerk.

Approved Dec. 22, 1876.

J. A. CHAPMAN,
Mayor.

d30c5t

Ordinance No. 1878

AN ORDINANCE TO PROVIDE FOR CORRECTING the Assessment Roll returned December 1, 1876, and suspending the operation of certain portions of Ordinance No. 1113.

The City of Portland does ordain as follows:

Section 1. That the Committee on Ways and Means, the Auditor and Assessor are hereby authorized and directed to make such alterations and corrections to the Assessment Roll returned December 1, 1876, as will make the assessed value of lands, lots, and the improvements thereon, to conform as nearly as practicable to a fair cash valuation. That they allow such claims for reduction by reason of indebtedness as they may find the applicant duly entitled to, and that they report to the Common Council all claims for reduction on valuation of personal property which may be filed for allowance or rejection.

Section 2. The Auditor is hereby directed to withdraw the notice heretofore published as provided by Section 5 of Ordinance No. 1113, entitled "An Ordinance in relation to the Assessment and Collection of Taxes," and that, upon the completion of the revision and correction of said Roll, as provided by Section 1 of this Ordinance, the Auditor give notice to that effect that said Roll, as revised and corrected, will remain open to inspection and the filing of applications for correction of errors in such revised list for [illegible] days from the date of said notice; and further that the operation of so much of Section 3 of said Ordinance No. 1113 requiring the filing of applications prior to the [illegible] day of January be suspended for the time of [illegible].

Section 3. The provisions of Section [illegible] of said Ordinance No. 1113, requiring that all alterations and corrections be reported to the Common Council, is hereby suspended, until the completion of the revision provided for by Section 1 of this Ordinance, and [illegible] shall apply to [illegible] except as herein provided.

Passed the Common Council Dec. 20, 1876.

W. S. CALDWELL,
Auditor and Clerk.

Approved Dec. 2[illegible], 1876.

J. A. CHAPMAN,
Mayor.

d3d

Montgomery Street.

NOTICE IS HEREBY GIVEN THAT THE assessment made by Ordinance No. [illegible] for the improvement of Montgomery street in the manner provided by Ordinance No. [illegible] on each of the following described lots of land, fronting upon that part of Montgomery street lying between the east line of Tenth street and the center line of Fifteenth street, as well as those liable for a proportionate share of improving the intersections of streets running at right angles therewith, is due and payable at the office of the City Treasurer in United States gold and silver coin, and unless paid within fifteen days from the date hereof, the Common Council will order warrants issued for the collection thereof.

Block.	Lot.	Owner.	Amount.
N ½ A		[illegible]	[illegible]
N ½ R		[illegible]	[illegible]
N ½ Z		[illegible]	[illegible]
NW ¼		[illegible]	[illegible]
268	5 and 6	Wm [illegible]	[illegible]
E ½ S ½ E		[illegible] Johnson	[illegible]
S ½ B	5	C. A. Carter	[illegible]
		[illegible]	[illegible]
E ½ S ½ Q		[illegible]	44
SW ¼ S ½ Q		[illegible]	64
N ½ SW ¼ Y		[illegible]	29 70
NW ¼ S ½ Y		W. P. [illegible]	4 50
			[illegible] 74

By order of the Common Council.

W. S. CALDWELL,
Auditor and Clerk.

Dec. [illegible], 1876. d25t 10d

Hall Street.

NOTICE IS HEREBY GIVEN that the assessment made by Ordinance No. [illegible] for the improvement of Hall street in the manner provided by Ordinance No. [illegible], on each of the following described lots of land fronting upon that part of Hall street lying between [illegible] street and Front street, as well as those liable for a proportionate share of improving the intersections of streets running at right angles therewith, is due and payable at the office of the City Treasurer, in United States gold and silver coin and unless paid within fifteen days from the date hereof, the Common Council will order warrants issued for the collection thereof.

Block.	Lot.	Owner	Amount.
Park 17	1 and 2	City of Portland	$1 56
198	7 and 8	[illegible]	23 30
192	7 and 8	[illegible]	23 24
159	[illegible]	[illegible] Church	26 64
"	[illegible]	[illegible]	4 00
"	1 and 2	Wm. Westerman	5 84
155	1, 7	John Proctor	7 44
140	W 80 [illegible]	Geo. J. Watt	18 50
121	W 50 [illegible]	W. S. Powell	1 70
121	E 10 [illegible]	Mary B. Rose	1 30
			[illegible] 92

By order of the Common Council.

W. S. CALDWELL,
Auditor and Clerk.

Dec. 25, 1876. d25t 10t

Market Street.

NOTICE IS HEREBY GIVEN THAT THE ASSESSMENT made by Ordinance No. 1876, for the improvement of Market street in the manner provided by Ordinance No. 1848, on each of the following described lots of land, fronting upon that part of Market street lying between Fifth and Sixth streets, as well as those liable for a proportionate share of improving the intersections of streets running at right angles therewith, is due and payable to the Treasurer of the city of Portland in United States gold and silver coin, and unless paid within fifteen days from the date of this notice, the Common Council will order warrants issued for the collection thereof.

Block.	Lot.	Owner.	Amount.
164	2 and [illegible]	A. Walz	[illegible] 65
		Andrew Tannock	20 50
			$47 15

By order of the Common Council.

W. S. CALDWELL,
Auditor and Clerk.

Dec. 25, 1876. d25t 10t

South Second Street.

NOTICE IS HEREBY GIVEN THAT THE Common Council of the City of Portland propose to improve South Second street from the center line of Sherman street to the center line of Sheridan street by grading, laying sidewalks and crosswalks.

W. S. CALDWELL,
Auditor and Clerk.

Dec. 25, 1876. d25t 10t

Third Street.

NOTICE IS HEREBY GIVEN THAT THE COMMON Council of the City of Portland propose to change the grade of Third street at its intersection with Stark street from 22 feet to 23 feet, and at its intersection with Oak street from 22 feet to 23 feet above the base of grades.

W. S. CALDWELL,
Auditor and Clerk.

Dec. 30, 1876. d30t 10t

Jefferson Street.

NOTICE IS HEREBY GIVEN THAT THE Common Council of the City of Portland propose to improve Jefferson street from the center of Seventh to the center of Twelfth street by repairing the roadway at the expense of the property benefited.

W. S. CALDWELL,
Auditor and Clerk.

Dec. 30, 1876. d30d10t

The Great Prune for Oregon.

The Petite d'Agen.

THESE PRUNES MAKE A VERY SUPERIOR Dried Fruit, and are prodigious bearers. Trees bear very young. We have tried it in Oregon, they have been very successful, and are the popular Prune for drying in California, commanding the highest price in the market.

I have a few Nursling Trees, more than I want. They have been well cultivated on good hill soil, and have made fine and healthy growth. Inquire of D. J. MALARKEY, Front street, Portland, or to

dec5w2md8t P. R. BRADFORD.

PACIFIC WOOD YARD,

FOOT OF MAIN STREET.

ALL KINDS OF WOOD CONSTANTLY ON hand, sawed and unsawed, and delivered to any part of the city. R. R. RILEY.

SAN

ESTABLISHMENT

SAN FRANCISCO.

To the